

State of Colorado

Department of State



Campaign Finance System

RFP # CDOS-CF-08-01

Request for Proposal

June 6, 2008

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SECTION 1: INTRODUCTION

1.1 Background

The Colorado Department of State (CDOS) is issuing this Request for Proposal (RFP) to purchase commercial off-the-shelf (COTS) software to replace the existing in-house written Campaign Finance (CF) system. Development began on the existing CF system in early 2000. The initial functionality was implemented in the fall of 2000. Over the past eight years, various CF system enhancements have been implemented to address legislative changes and user needs. The need for a new system surfaced as the number of committees required to report contributions and expenditures expanded, the volume of CF transactions increased, and more sophisticated user query and report needs developed. In addition, the need for more efficient data entry capability, straightforward navigation, improved auditing and enforcement support, and expanded document control features has driven the decision to pursue the acquisition of a new Campaign Finance system by the State of Colorado.

1.2 History of Campaign Finance in Colorado

1974 – Colorado’s original Campaign Reform Act was enacted in 1974 following the Watergate scandal. This law required only disclosures, and did not impose contribution limits. The definition of “political committee” under the Campaign Reform Act was expansive, and included groups which were formed principally for purposes of supporting or opposing ballot issues.

1996 – Colorado’s campaign finance laws were repealed and reenacted by citizen initiative as the Colorado Fair Campaign Practices Act (FCPA), Colorado Revised Statute (CRS) Title 1, Article 45. The FCPA preserved existing disclosure requirements, but added certain contribution limits and voluntary campaign spending limits. Various types of campaign committees were also defined by the FCPA.

2000 – The CDOS created software to collect, process and report campaign contributions and expenditures.

2002 – Colorado voters, by citizen initiative, passed Amendment 27 to the Colorado Constitution. This amendment modified and placed portions of the FCPA into the Colorado Constitution as Article XXVIII. The Article directed the Secretary of State to promulgate rules to administer and enforce the provisions of the Article.

2007 – With changes and additions to Title 1, Article 45 of the CRS and corresponding Rule changes, along with the increasing sophistication levels of the various campaign committees, it became apparent that the CDOS software needed improvements to meet these needs. As a result, Colorado Senate Bill 07-259 was passed authorizing the CDOS to pursue replacement of or enhancements to the existing campaign finance software system.

1.3 Scope of the new Campaign Finance system project

The scope of this project includes the acquisition and implementation of a fully tested and proven COTS Campaign Finance software system that fully complies with all applicable State laws, CDOS

rules, CDOS technical requirements, and the business requirements of the CDOS, Colorado counties, candidates, committees and the public.

It is the intent of the CDOS to only consider proposals from Vendors that have a Campaign Finance COTS solution being utilized in at least one state at the state level. The CDOS understands and expects a Vendor customization effort to address unique Colorado requirements.

The project Statement of Work (SOW), contained in *RFP Appendix D – Statement of Work*, provides a detailed explanation of the scope of work. The Contractor and the State each have specific work activity responsibilities as defined in the SOW. The categories of project work to be accomplished include:

- 1) Project Management activities
- 2) COTS campaign finance software acquisition
- 3) Customization of the COTS software to meet specified requirements
- 4) Data migration
- 5) Hardware acquisition and installation
- 6) System software (e.g., database, operating system) acquisition and installation
- 7) Hosting Center acquisition and preparation
- 8) Testing activities
- 9) Documentation activities
- 10) Training activities
- 11) Production implementation
- 12) Post-Implementation support

In general, the campaign finance application shall:

- 1) Allow for the entry and maintenance of candidate and committee registrations
- 2) Provide an online mechanism to enter candidate and committee data (contributions, expenditures and loan data)
- 3) Allow for Electronic Data Interchange (EDI) file submission of committee data
- 4) Offer robust query, report and extract capabilities to all users of the system, including the public
- 5) Include accounting and auditing features to assist in contribution and expenditure compliance monitoring and enforcement
- 6) Include features to allow entry and tracking of delinquencies, penalties and requests for waivers
- 7) Provide a high-level of user security for non-public functionality
- 8) Provide document control to include scanning, ID assignment, storing, attachment and retrieval
- 9) Include administrative functions to allow monitoring of system status and performance, maintenance of system parameters and reference tables, and management reporting

SECTION 2: ADMINISTRATIVE INFORMATION

2.1 Issuing Office

This RFP is issued by the CDOS. The CDOS is the sole point of contact concerning this RFP.

To the extent possible, the CDOS intends to follow all State procurement rules and statutes applicable to RFPs. However, the CDOS is headed by the Secretary of State, who is not subject to such rules and statutes pursuant to §24-2-102 (4), Colorado Revised Statutes. To the extent that there is any inconsistency between this RFP process (including the RFP itself) and any State procurement rule or statute, it shall be conclusively presumed that the Secretary of State has elected not to follow such rule or statute.

2.2 Official Means of Communication

During the solicitation process for this RFP, all official communication from the CDOS to Vendors will be via postings on the CDOS Elections/Campaign Finance website located at (<http://www.elections.colorado.gov/DDefault.aspx?tid=1039>). Notices will include, but are not limited to, modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent winning Vendor. There will also be a Bidder's Conference that can be attended by phone or in-person. Attendance at the Bidder's Conference is not mandatory. **It is the sole responsibility of Vendors to monitor the CDOS Campaign Finance website carefully and regularly for any campaign finance project related postings.**

2.3 Statement of Purpose

This RFP provides prospective Vendors with sufficient information to enable them to prepare and submit proposals, for consideration by the CDOS, to achieve the goals of this RFP.

2.4 Scope of RFP

This RFP sets forth requirements that proposed solutions must meet, contains instructions governing the proposal to be submitted, and identifies material to be included in the response to the RFP. The RFP also includes a draft Contract with exhibits. Certain contract special provisions are noted as non-negotiable and should be reviewed by RFP respondents.

2.5 Project Logistics

2.5.1 Schedule

The campaign finance project RFP proposal evaluation phase (evaluation, selection and contract negotiations) is projected to occur in the July-October 2008 timeframe. The implementation phase (software customization, hardware/software installation, data migration, testing, training, and system

rollout) is expected to begin approximately October 2008 and complete during the State's 2008/09 fiscal year, which ends June 30, 2009.

2.5.2 Location

CDOS offices are located in downtown Denver at the corner of Broadway and Lincoln, at 1700 Broadway, 2nd Floor. The Elections Division is located in Suite 270.

Due to limited space availability at the CDOS offices, the campaign finance project vendor will be required to obtain separate office space for their project staffing needs. Meeting facilities are available at the CDOS offices.

The Campaign Finance hosting facility will reside at a State data center.

2.5.3 Travel

The CDOS anticipates Vendor personnel travel from Denver to regional locations within Colorado to assist in County personnel training. Vendors shall complete the travel section of the proposal Cost section to address these travel costs.

Expenses, if any, related to Vendor personnel travel to and from Vendor offices and Denver, Colorado should also be addressed in the Vendor's Cost proposal.

2.5.4 Vendor Access

The Vendor will have access to

- 1) CDOS staff
- 2) County campaign finance staff
- 3) Legacy campaign finance data
- 4) Campaign finance designated hardware and system software at the hosting site
- 5) Any documentation that exists related to the legacy campaign finance system

The awarded vendor (with regards to employees and subcontractors who will work on the project and who may gain access to certain personally identifiable information deemed confidential) will be required, at their expense, to agree in the formal contract: 1) to provide copies of all evidence of security clearance background checks on its employees and subcontractors; 2) to provide copies of all evidence of security clearance background checks for additional or replacement employees; and 3) to provide copies of all evidence of security clearance background checks for additional or replacement subcontractors. In lieu of the foregoing requirements of this section, State will agree to accept a written attestation or certification by the awarded vendor that security clearance background checks have been performed and that all applicable employees and subcontractors have been cleared. Nothing contained herein requires the selected vendor to disclose federal security clearance information.

The awarded vendor will be required in the contract to submit required evidence of security clearance background checks within seven (7) business days. The seven (7) business-days commence the day following the triggering event (i.e., execution of a Contract by the CDOS and Vendor or the awarded

Vendor's addition or replacement of employees and subcontractors on the project). State will agree to review the sufficiency of the security clearance background checks within three (3) business days, commencing from the date of State's receipt of the security clearance background check information from the awarded vendor. In the event State does not accept the sufficiency of any security clearance background check, the awarded vendor will agree that such employee or subcontractor shall not be eligible to perform the services contemplated for inclusion in the Contract.

2.6 Schedule Of Activities

Activity	Date
RFP posted on CDOS Campaign Finance website	June 6, 2008
RFP Bidder's Conference (by telephone call-in or in person – not mandatory)	June 16, 2008 12:00pm – 1:00pm
Prospective Vendors Written Inquiry Deadline (No Questions accepted after this Date and Time)	June 23, 2008 1:00pm
Answers to inquires posted no later than	June 26, 2008 1:00pm
Proposal Submission Deadline	July 10, 2008 1:00pm
Oral Presentations and Product Demonstrations	August 2008 (To Be Scheduled)
Award Announcement (Estimated)	August/September 2008
Contract Negotiations (Estimated)	September/October 2008
Project Start (Estimated)	October/November 2008
NOTE: Times are based on Mountain Time Zone	

2.7 Modifications to Request for Proposal

The CDOS reserves the right to make modifications to this RFP and its appendices. Such modifications will be implemented through the posting on the CDOS Campaign Finance website of a Modification to this RFP. It is Vendors' responsibility to monitor the CDOS Campaign Finance website for changes to this solicitation.

2.8 Inquiries

Vendors may make mail, e-mail, or fax inquiries concerning this RFP to obtain clarification of content. No inquiries will be accepted after the date and time indicated in the Schedule of Activities (RFP §2.6). Send all mail inquiries to:

Colorado Department of State
Attn: Len Vest, CDOS-CF-08-01 – Inquiry
1700 Broadway, Ste 270
Denver, Colorado 80290

Address fax inquiries to:

Fax (303) 869-4861 Attention: “Len Vest, CDOS-CF-08-01 – Inquiry”

and e-mail inquiries to:

“len.vest@sos.state.co.us”, with subject line of “CDOS-CF-08-01 – Inquiry”.

The only “official” response to a Vendor's inquiry is a response that is published on the CDOS Campaign Finance website. Vendors should not rely on any other statement that alters any specification or other term or condition of this RFP.

2.9 Acceptance of RFP Terms

A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of an officer of the Vendor legally authorized to execute contractual obligations shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the Vendor of all terms and conditions including compensation, as set forth herein. A Vendor shall identify clearly and thoroughly any variations between its proposal and the RFP, including the RFP appendices. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

2.10 Confidential / Proprietary Information

Any restrictions of the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. Written requests for confidentiality shall be submitted by the Vendor with the proposal. The Vendor must state specifically what elements of the proposal are to be considered confidential/proprietary.

Confidential or proprietary information must be readily identified, marked and separated from the rest of the proposal. Co-mingling of confidential or proprietary information and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential and proprietary. Any information that will be included in any resulting contract cannot be considered confidential. The CDOS or State Attorney General will make a written determination as to the apparent validity of any written request for confidentiality. In the event the CDOS does not concur with the Vendor's request for confidentiality, the written determination will be sent to the Vendor. Colorado Open Records statutes can be found in the Colorado Revised Statutes (C.R.S.) at §24-72-201, C.R.S.

2.11 Press Releases

Press releases, release of information, or any communications with media entities pertaining to this RFP shall NOT be made prior to execution of the contract without prior written approval by CDOS.

2.12 Proposal Prices

Estimated proposal prices are not acceptable. Proposal prices will be considered to be your best and final offer, unless otherwise stated in the RFP. The proposal price will be considered in determining the apparent successful Vendor. All prices offered shall be FOB Destination and shall include all costs of shipping, handling, installation, training, and full system documentation and all goods and services covered by this RFP, and such other expenses as are included elsewhere in this RFP and the Vendor's proposal.

All proposed prices shall be binding until a contract is executed containing the agreed terms and prices.

2.13 RFP Response Material Ownership

All material submitted regarding this RFP becomes the property of the CDOS. Proposals may be reviewed by any person after the "Notice of Intent to Make an Award" letter has been issued, subject to the terms of §24-72-201, C.R.S.

2.14 Subcontractors

Vendors shall clearly explain planned use of subcontractors in their proposal, including terms of any subcontract, capabilities, experience and portion of the work to be performed by the subcontractors. The Vendor, as prime contractor, shall be responsible for contract performance whether or not subcontractors are used. The awarded Vendor will be the sole point of CDOS contact with regard to contractual matters including the performance of services and the payment of any and all charges. Current employees of the CDOS and current employees of consultant affiliates engaged in pre-existing contractual obligations as key personnel to the CDOS may not participate as resources for subcontractors of the Vendor.

Due to security concerns, no element of this RFP and resulting contract will be completed in whole or part outside of the United States of America. No information or direct reference of this RFP and resulting contract will be sent, distributed, or referenced in whole or part outside the United States of America. The CDOS will NOT accept any variance or modification of this term and condition.

2.15 Bid Clarification / Vendor Guarantee

All information contained in this RFP and its appendices, including modifications thereto, reflect the best and most accurate information available to the CDOS at the time of RFP preparation. No inaccuracies in such data shall constitute a basis for change in the payments to the Contractor or a basis for a legal recovery of actual, consequential or punitive damages except to the extent that such inaccuracies are the result of intentional misrepresentation by the CDOS.

It is the responsibility of the Vendor to review and understand all information, instructions, specifications, and terms and conditions in this RFP. All Vendors, by submitting a signed bid, guarantee to the CDOS that they understand and agree to the terms and conditions of this RFP and that they will not default from performance by virtue of a mistake or misunderstanding. Vendors shall seek clarification from the CDOS of any information, instruction, specifications, terms and/or conditions which they determine to be unclear. The failure of a Vendor to seek clarification shall be deemed a waiver of any such clarification. Any variations between the Vendor's proposal and the RFP shall be clearly documented as stated in this RFP §2.9.

2.16 Certification of Independent Price

2.16.1 Certification

By submission of a proposal, each Vendor certifies, and in the case of a joint proposal each party thereto certifies, as to its own organization, that in connection with this procurement:

- (a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to bid opening, directly or indirectly to any other Vendor or to any competitor; and
- (c) No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

2.16.2 Individual Certification

Each person signing the Vendor Proposal Cover Sheet of this proposal certifies that:

- (a) He/She is the person in the Vendor's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to RFP §2.16.1(a) through §2.16.1(c) above; or
- (b) He/She is not the person in the Vendor's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to RFP §2.16.1(a) through §2.16.1(c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to RFP §2.16.1(a) through §2.16.1(c) above.

2.16.3 Proposal Not Considered For Award Conditions

A proposal will not be considered for award where RFP §2.16.1(a), §2.16.1(c) or §2.16.2 above has been deleted or modified. Where RFP §2.16.1(b) above has been deleted or modified, the proposal will not be considered for award unless the Vendor furnishes with the proposal a signed Statement which sets forth in detail the circumstances of the disclosure and the Secretary of State, or designee, determines that such disclosure was not made for the purpose of restricting competition.

2.17 RFP Cancellation

The CDOS reserves the right to cancel this entire RFP or individual components at any time, without penalty.

2.18 Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn by the Vendor prior to the established Proposal Submission Deadline date and time.

2.19 Proposal Submission

Proposals must be received on or before the date and time indicated in the Schedule of Activities. **Late proposals will not be accepted.** It is the responsibility of the Vendor to ensure that the CDOS receives the proposal on or before the proposal submission deadline date and time. Vendors mailing their proposals shall allow sufficient mail delivery time to ensure receipt of their proposals by the deadline specified. The proposal package shall be delivered or sent by mail to:

Colorado Department of State
Attn: Len Vest, CDOS-CF-08-01 – Proposal
1700 Broadway, Ste 270
Denver, CO 80290

The State of Colorado Request for Proposal (RFP) Cover Sheet **MUST** be signed in ink by an officer of the Vendor legally authorized to bind the Vendor to the proposal. The signed cover sheet is to be included with the proposal copy that is marked ORIGINAL. This cover sheet can be found on the CDOS Campaign Finance website and in *RFP Appendix A – Proposal Cover Sheet*.

Vendor proposals must be prepared in accordance with the instructions in this *RFP §5 – Vendor's Response Format*.

Proposals, that are determined to be at a variance with this requirement, may not be accepted.

Faxed or emailed proposals will not be accepted.

Proposals must be submitted in a sealed package. The outer envelope of the sealed package must show the following information:

<VENDOR'S NAME>
RFP NUMBER: CDOS-CF-08-01 – PROPOSAL
<PROPOSAL DUE DATE AND TIME>

The CDOS desires and encourages proposals to be submitted on recycled paper, printed on both sides. While the appearance of proposals and professional presentation is important, the use of non-recyclable or non-recycled glossy paper is discouraged.

2.20 Bid Opening

As soon as is practical after the proposal submission deadline date and time, at the location noted for bid submission, the bids shall be opened and a register shall be prepared of the bids submitted in response to this solicitation. The Vendor Name and Delivery Date/Time will be read and entered into the bid register. The bid register will be available via the CDOS Campaign Finance website.

2.21 Rejection of Proposal

The CDOS reserves the right to reject any and all proposals, waive informalities and minor irregularities in proposals received, and to accept any portion of a proposal or all items proposed if deemed in the best interest of the CDOS and the State of Colorado. Failure of a Vendor to provide any information requested in this RFP may result in disqualification of the proposal.

2.22 Oral Presentations and Demonstrations

Vendors may be asked to make oral presentations and/or demonstrations of their product/solution. Such presentations will be at the Vendor's expense.

2.23 Selection of Proposal

An Evaluation Committee will review and score offers submitted and evaluate oral presentations and product demonstrations to determine which offer is the most advantageous to the CDOS and the State of Colorado. The CDOS will notify all Vendors via a posting on the CDOS Campaign Finance website of the results of the RFP evaluation. The posting will be an announcement of "Notice of Intent to Make an Award" which will name the apparent successful Vendor.

2.24 Agreement Type

The services provided and work performed pursuant to this RFP shall be performed on a firm, fixed-price basis in accordance with the terms of a negotiated contract with the selected vendor. The CDOS shall not be obligated for any other payments to Contractor except as approved in writing by the Secretary of State, or designee, and the State Controller, or designee. The parties may agree to changes during the course of performance, within the scope of the original procurement, through the use of change orders, contract amendments or contract modifications.

A boilerplate contract is provided as part of this RFP in *RFP Appendix E – Information Technology Services Contract*, including exhibits A through F.

2.25 Acceptance of Proposal Content

The contents of the winning vendor's proposal (including persons specified to implement the project) will become contractual obligations if acquisition action ensues. Failure of the successful Vendor to accept these obligations in a State contract, purchase order, or similar authorized acquisition document may result in cancellation of the award and such Vendor may be removed from future solicitations.

2.26 Incurring Costs

The CDOS is not liable for any cost incurred by Vendors prior to issuance of a legally executed contract, purchase order, or other authorized acquisition document. No property interest, of any nature, shall occur until a contract is awarded and signed by all concerned parties.

2.27 Award of Contract

The award will be made to the Vendor whose proposal, conforming to this RFP, will be the most advantageous to the CDOS and the State of Colorado, price and other factors considered. A contract must be completed and signed by all parties concerned. In the event the parties are unable to enter into a contract, the CDOS may elect to cancel the "Notice of Intent to Make an Award" letter and issue a new "Notice of Intent to Make an Award" to the next most responsive Vendor.

2.28 Contract Cancellation

The CDOS reserves the right to cancel, for cause, any contract resulting from this RFP by providing timely written notice to the Contractor.

SECTION 3: CURRENT ENVIRONMENT

3.1 CDOS On-site Data Center Environment

The CDOS maintains an on-site Information Technology Division and secure Data Center. The IT organization is managed by the CDOS CIO with a staff of thirty (30). The IT staff support three major business functions; Elections, Business and Licensing. The IT environment at the on-site location includes:

- 1) Secure and Environmentally Controlled Data Center
- 2) Sun Microsystems and Microsoft/Intel Servers
- 3) Microsoft Windows Based Workstations
- 4) Informix Databases
- 5) Java
- 6) WebSphere IDE
- 7) Citrix Application Access

It is not required or recommended by CDOS that the proposed system be architected on the same platforms. This information is provided for informational purposes only.

3.2 CDOS Off-site Data Center Environment

The CDOS also utilizes two off-site (metro Denver) data centers. These data centers can be used for both production and disaster recovery operations. The IT environment at the off-site locations includes:

- 1) Secure and Environmentally Controlled Data Centers
- 2) Sun Microsystems and Microsoft/Intel Servers
- 3) Red Hat Enterprise Linux 4 ES (RHEL4)
- 4) Red Hat Enterprise Linux 5 ES (RHEL5) (no XEN)
- 5) Windows Server 2003
- 6) Apache 2.0.x and 2.2.x
- 7) IIS 6.x
- 8) PHP 4.x and 5.x (patching limitation)
- 9) SQUID 2.x
- 10) ASP.NET 2.x and 3.x
- 11) vsFTP
- 12) Ensim Pro 10.x
- 13) SQL Server 2005
- 14) MySQL 4.1.x and 5.0.x
- 15) Oracle 9i, 10g and 11g

3.3 Current CDOS Campaign Finance Database Table and Record Counts

The following table lists the database table names and record counts from the Informix database that is currently being used by the legacy campaign finance system. This is presented to give vendors and idea of current database record counts.

Table Name	Record Counts
cand_status_dom	3
candidate	7,505
com_method_dom	8
comm_history	2,930
comm_status_dom	5
comm_type_dom	7
committee	5,964
committee_work	283
contrib	1,058,303
contrib_repay	1,533
contrib_trk	207,412
contributor_type_dom	6
correct	2,924
county_dom	66
delinq	4,403
delinq_drive	96
delinq_rate_dom	1
district_dom	2,366
elctneer_cand	1,795
elctneer_cntr	559
elctneer_com	978
elctneer_rpt	327
elec_assoc	3,974
elec_cycle	22
email	243

Table Name	Record Counts
event_dom	12
expend	259,364
expend_repay	310
expend_trk	24,404
letter_drive	421
loan	516
loan_guar	384
loan_pay	318
max_cb_seq	1
max_ex_seq	1
nie	460
office_dom	735
party_dom	12
race_history	8,648
rep_candidate	9,628
rep_log	27,276
rep_super_size	3,522
rep_template	104
rep_work	673
report	48,732
report_dom	11
report_email_assoc	687
spend_limit_dom	3
trial_bal	39
user_assoc	9,725
user_assoc_hist	77,170
vendor	13
TOTAL	1,774,882

3.4 Campaign Finance Document Counts

The current campaign finance system also stores documents related to state-level candidates and committees. The documents are linked to their respective candidate or committee and viewable by the system user, including public viewers. One exception is that candidate personal financial disclosure statements are only viewable online by authorized State users.

A requirement of the new campaign finance system, included in *RFP Appendix B – System Requirements Table*, is to allow authorized CDOS and County users the ability to scan and store documents and to have a means to link those documents to a particular candidate and/or committee for future ease of retrieval and viewing.

Currently, only CDOS users have the capability to scan and store campaign finance documents. There are currently 36,481 identified campaign finance documents in the current database.

3.5 Campaign Finance Filing Calendars

2009 Monthly/Biweekly Filing Calendar	
REPORT DUE DATES	REPORTING PERIOD COVERS
May 1, 2009 (Friday)	January 1, 2009 thru April 26, 2009 Or December 1, 2008 thru April 26, 2009 (2008 <u>active</u> committees remaining <u>active</u> in 2009)
June 1, 2009 (Monday)	April 27, 2009 thru May 27, 2009
July 1, 2009 (Wednesday)	May 28, 2009 thru June 26, 2009
August 3, 2009 (Monday)	June 27, 2009 thru July 29, 2009
September 8, 2009 (Tuesday)	July 30, 2009 thru September 2, 2009
September 21, 2009 (Monday)	September 3, 2009 thru September 16, 2009
October 5, 2009 (Monday)	September 17, 2009 thru September 30, 2009
October 19, 2009 (Monday)	October 1, 2009 thru October 14, 2009
November 2, 2009 (Monday)	October 15, 2009 thru October 28, 2009
December 2, 2009 (Wednesday)	October 29, 2009 thru November 30, 2009

2009 Quarterly Filing Calendar	
REPORT DUE DATES	REPORTING PERIOD COVERS
January 15, 2009 (Thursday) (2008 4 th quarter report)	October 1, 2008 – December 31, 2008 (2008 <u>Inactive</u> Committees)
April 15, 2009 (Wednesday) (2009 1 st quarter report)	January 1, 2009 – March 31, 2009 (2008 <u>Inactive</u> committees remaining <u>inactive</u> in 2009) December 1, 2008 – March 31, 2009 (2008 <u>Active</u> committees changing status to <u>inactive</u> in 2009)
July 15, 2009 (Wednesday) (2009 2 nd quarter report)	April 1, 2009 – June 30, 2009
October 15, 2009 (Thursday) (2009 3 rd quarter report)	July 1, 2009 – September 30, 2009

2009 STATE ANNUAL FILING	
2009 ANNUAL REPORT DUE DATE	REPORTING PERIOD
January 15, 2009 (Thursday)	January 1, 2008 – December 31, 2008

2009 SPECIAL DISTRICT FILING CALENDAR	
REPORT DUE DATES	REPORTING PERIOD COVERS
May 1, 2009 (Friday)	June 1, 2008 – April 26, 2009 (2008 <u>active</u> committees changing status to <u>inactive</u> (annual) in 2009) Or April 27, 2008 – April 26, 2009

2009 MUNICIPAL/COUNTY FILING CALENDAR	
REPORT DUE DATES	REPORTING PERIOD COVERS
October 13, 2009 (Tuesday)	<p>October 30, 2008 – October 8, 2009 <i>(2008 <u>annual</u> committees changing status to active in 2009)</i></p> <p>or</p> <p>November 30, 2008 – October 8, 2009 <i>(2008 <u>active</u> committees remaining active in 2009 and newly established candidates and committees))</i></p>
October 30, 2009 (Friday)	October 9, 2009 – October 25, 2009
December 3, 2009 (Thursday)	October 26, 2009 – November 28, 2009

2009 COUNTY ANNUAL FILING	
2009 ANNUAL REPORT DUE DATE	REPORTING PERIOD
November 2, 2009	<p>October 30, 2008 – October 28, 2009 <i>(2008 annual committee remaining annual filer for 2009)</i></p> <p>Or</p> <p>November 30, 2008 – October 28, 2009 <i>(2008 active committees changing status to annual filer in 2009)</i></p>

3.6 Campaign Finance User Counts

User Category	Counts
CDOS Users	7
County Clerk Offices (64 Offices)	300 Peak / 150 Non-Peak
Committees	1,342
All Users, including Public	See Section 3.7

3.7 Campaign Finance Web Volume Statistics

Month	Campaign Finance			Campaign Finance Admin		
	Visits	Views	Kbytes	Visits	Views	Kbytes
May 2007	4,328	123,944	2,033,795	93	530	3,379
Jun 2007	4,836	123,665	2,061,712	97	585	4,226
Jul 2007	7,231	166,669	2,792,963	85	388	3,317
Aug 2007	5,319	160,695	2,537,498	161	727	5,425
Sep 2007	5,394	180,890	2,824,833	129	631	3,876
Oct 2007	11,518	359,760	5,984,218	241	1,252	9,401
Nov 2007	6,835	250,085	4,028,631	154	805	5,149
Dec 2007	6,353	224,033	3,458,977	284	1,805	11,892
Jan 2008	9,466	387,902	5,907,400	425	2,199	13,337
Feb 2008	6,038	271,284	4,218,118	369	2,274	15,162
Mar 2008	6,871	302,079	4,852,342	362	7,818	48,165
Apr 2008	10,049	387,995	6,312,856	382	6,737	41,278
Annual Total	84,238	2,939,001	47,013,343	2,782	25,751	164,607

3.8 Campaign Finance Committee Counts (Inactive and Active)

COMMITTEES		
Committee Type	Inactive Count	Active Count
527 Political Organization	24	67
Candidate Committee	2,418	654
Federal PAC	17	55
Issue Committee	778	123
Political Committee	973	225
Political Party Committee	302	112
Small Donor Committee	148	106
TOTAL	4,660	1,342

3.9 Campaign Finance Candidate Counts (Inactive and Active)

CANDIDATES	
Inactive Candidates	2,017
Active Candidates	5,648
TOTAL	7,665

SECTION 4: STATEMENT OF WORK

Descriptions of the expected work products associated with the Colorado campaign finance project are detailed in *RFP Appendix D – Statement of Work*. *RFP Section 5: Vendor Response Format* requests responses from the Vendor on all areas of the Statement of Work. The work is defined in six Tracks as follows:

4.1 Project Management

A key to the success of any project is proper planning and execution. This track identifies several plans the CDOS believe will be necessary to manage the campaign finance project.

4.2 Software Customization

This track includes the clarification and finalization of the system requirements, design of the changes needed to the base COTS system to create a system that satisfies the system requirements, customization of the COTS system, system testing and documentation updates.

4.3 Data Migration

This track includes the design and creation of the data migration programs, system and user testing of the data migration, and final data migration to the production environment.

4.4 Data Centers

This track identifies the activities and deliverables needed to design, procure, implement, secure and operate the hosting environment for the campaign finance system.

4.5 Implementation

This track addresses the preparation and readiness of users and the complete system for the production rollout and, finally, the rollout of the production environment.

4.6 Post-Implementation Support

This track identifies the types of support needed after implementation rollout. Support is needed to operate and maintain the system, support users, and provide enhancements.

SECTION 5: VENDOR RESPONSE FORMAT

Each proposal must consist of two (2) sealed packages. The first package must be labeled “**Business Proposal**” and must contain one (1) original hardcopy (marked as such), eight (8) additional hardcopies and one (1) electronic copy of the Business Proposal in MS Word/Excel on a CD format.

The second package must be labeled “**Cost Proposal**” and must contain one (1) original hardcopy (marked as such), eight (8) additional hardcopies, and one (1) electronic copy of the Cost Proposal in MS Excel on a CD format.

The hardcopy documents shall be provided in 3-ring binders. Overly elaborate proposals are not desired. **Refer to RFP Section 5.4 – Response Section Numbering for the required sequence and numbering of the Vendor response.**

All references in this Section to the words “you”, “your” and “their” are synonymous with “Vendor”.

5.1 Page Limits

The CDOS may elect not to evaluate proposals that exceed the page limits specified for each required proposal section. A page is defined as one (1) side of an 8 ½” by 11” piece of paper. Font size for all narrative descriptions must be no smaller than 12 point Times New Roman font. Margins (all sides) may not be less than 1 inch. Indexes, tables of contents, lists of figures/tables, and glossary of terms will not be counted toward the overall page count.

Graphic materials, standard commercial brochures or descriptions, representations of system forms and screens, and other standard product documentation that are attached in appendices or exhibits will not be counted against page limitations. However, evaluators cannot be expected to comprehend all material in exhibits whose content and relevance to the proposal description are not clearly integrated into the proposal.

Vendors are encouraged to print on both sides of the paper. The evaluation team will be interested in the quality of the Vendor’s response, not the quantity. Therefore, vendors should not feel obligated to reach the specified page limits.

5.2 Business Proposal

The Business Proposal should present a full and complete description of the qualifications and approach of the Vendor to carry out the work specified in *RFP Appendix D – Statement of Work* and to satisfy the requirements specified in *RFP Appendix B – System Requirements Table*. It is important that the proposal outline described below be followed since any deviation from this may disqualify a proposal. **(Also, cost information may not be disclosed in the Business Proposal)**. The Business Proposal will include the following sections:

5.2.1 State of Colorado Request for Proposal Cover Sheet

The State of Colorado Request for Proposal Cover Sheet must be completed and signed in ink by an Officer of the Vendor who is legally authorized to bind the Vendor to the proposal. The Cover Sheet

must be the first page in the Business Proposal. A downloadable version of the Proposal Cover Sheet is located on the Campaign Finance Project webpage.

Page Limit: One (1) page

5.2.2 Transmittal Letter

All Vendors shall submit a Transmittal Letter positively stating their willingness and ability to comply with all work requirements, general contract requirements, and other terms and conditions specified within this RFP. If this is not the case, any exceptions or proposed deviations from requirements listed in this RFP must be described and explained. Additional requirements for the Transmittal Letter are that it:

- 1) Must be on official business letterhead of the Vendor
- 2) Should identify all material and enclosures comprising Vendor's proposal
- 3) Must acknowledge receipt of all modification notices to this RFP
- 4) Must disclose all current or pending projects with the State of Colorado
- 5) Must disclose any known conflicts related to this RFP
- 6) Must disclose intended use of any subcontracts
- 7) Must itemize any objections to items in the Administrative Information section or in the sample contract (including sample contract exhibits) of the RFP
- 8) Must disclose at least one (1) state-level campaign finance implementation, where Vendor served as the prime contractor
- 9) Must acknowledge permission for Vendor's references to release information to the State of Colorado
- 10) Must **NOT** disclose any pricing information or elements of cost
- 11) Must be signed by an individual authorized to commit the Vendor to the work proposed

Page Limit: Three (3) pages

5.2.3 Executive Summary

The Executive Summary should provide the CDOS with an overall understanding of the proposal. Include a brief review of the proposal. The review shall be prepared in such a manner as to make it understandable to individuals not familiar with the terminology peculiar to a project of this type.

Page Limit: Five (5) pages

5.2.4 Company Overview

Provide information about your company, its capabilities, and why it should be selected for this project. The overview should describe the kinds of projects your company typically performs. Describe evidence of company stability and ability to perform required work for this project. Include items such as number of years in business, number of employees, employees with campaign finance experience, and company location(s) (including any offices in Colorado). You may provide any additional information that demonstrates the strengths your company can bring to this project.

The Vendor shall indicate the company form of organization (i.e., partnership, non-profit corporation, Colorado Corporation, Non-Colorado Corporation, or some other structure). Non-Colorado corporations must register as a foreign corporation to conduct business in Colorado and appoint a resident agent to receive process. The Vendor must certify it has a Certificate of Good Standing or Certificate of Existence to do business in Colorado. Proof of such certification shall be provided upon request by the CDOS.

If a Vendor is owned or controlled by a parent company, the name, main office address and parent company's tax identification number shall be provided.. The tax identification number of the Vendor responding to the RFP must be provided in the *RFP Appendix A – Proposal Cover Sheet*.

This section should also include the following:

- 1) A brief statement of understanding and compliance with the terms and conditions as set forth in *RFP Section 2 – Administrative Information*.
- 2) A statement of understanding of the work and system requirements associated with the campaign finance project. It is important that the Vendor understand the size and scope of this application.
- 3) Any additional information you wish to add pertinent to your company doing business with the State of Colorado.

Page Limit: Five (5) pages

5.2.5 Company Financial Status

Vendors must provide company financial information. If the company is publicly traded, include a financial statement for the last two (2) years, which includes at a minimum, a profit and loss statement and a balance sheet. If the company is not publicly held, submit a copy of the company's most recently audited financial statement and organization/financial structure of the company. Unaudited financial statements or Dun and Bradstreet reports alone are unacceptable and, if submitted without additional supporting documentation, may be grounds to eliminate the company from consideration. Vendors must identify any financial information (except public information for a publicly held company) that should be treated as confidential and should be used for the proposal evaluation only.

The Vendor shall also include a statement of the Vendor's other contractual obligations that might have an influence on the capabilities of the Vendor to perform the conditions of a contract resulting from

this RFP process. Examples of influences are personnel constraints or a financial condition deemed to be a risk to the CDOS for successful performance of the contract.

The CDOS may disqualify from consideration any Vendor who is involved in bankruptcy proceedings.

Page Limit: *None*

5.2.6 Relevant Business Experience

Vendors must provide adequate detail (including contacts) of at least one state-level campaign finance implementation, serving as the prime contractor. The implementation must be a production system that serves as the official campaign finance database for the respective state. Information provided for additional implementations is encouraged.

Each referenced implementation must include both a primary and secondary client contact person, with name, current telephone, facsimile number and email address for each. For each referenced project, describe if the project was completed on time and within the original bid amount. If not, identify and explain any time and cost overages. Additionally, disclose any litigation you have been involved with over contract performance. The CDOS reserves the right to contact and verify the quality of products and services and the degree of satisfaction with Vendor performance, with any entities with whom the Vendor has been known to have conducted business.

Reference information should include:

- 1) Number of authorized users of the campaign finance system (excluding public)
- 2) Number of monthly accesses to the campaign finance system from the public
- 3) Number of transactions processed (average daily; average monthly)
- 4) Number of formal project change requests, including a short description and associated cost
- 5) Description of the architecture proposed and implemented including reason for any difference
- 6) Information regarding the development tools, databases, operating system
- 7) Contacts for each implementation

Referenced projects should also demonstrate a proven capability in the following areas:

- 8) Requirements gathering and definition
- 9) Architectural design
- 10) System design
- 11) System development
- 12) Data migration
- 13) Security
- 14) Testing
- 15) Project management.

Page Limit: *Twenty (20) pages*

5.2.7 Prior Proposals

Vendor shall disclose any campaign finance projects in which the vendor has submitted bids or proposals (as prime or sub) for consideration by a state/territory between July 2005 and the date of this RFP. At a minimum, this information shall include:

- 1) State/territory
- 2) Contact name, telephone and email address
- 3) Date proposal submitted
- 4) Result of Vendor's bid
- 5) Brief description of Vendor's proposal

Page Limit: Five (5) pages

5.2.8 Project Approach

Provide a detail plan that addresses the following aspects of the campaign finance project.

Project Management

Using *RFP Appendix D – Statement of Work, Track 1: Project Management* as a guide, describe the approach to project management that you propose for the Colorado campaign finance project.

Data Center Architecture

Utilizing the information provided in this RFP, provide a detailed plan regarding how you will implement the physical data center architecture portion of this project. Be specific regarding the recommendations regarding platform and architecture. Provide the following:

- 1) Descriptions, supported by diagrams, showing the overall hardware architecture proposed and system software (e.g., operating system, database, software utilities) needed to support the hardware and campaign finance application.
- 2) Detailed description of the role of each component (or set of related components) in the total architecture and how it, if applicable, contributes to:
 - a) Capacity
 - b) Scalability
 - c) Expandability
 - d) Availability
 - e) Reliability
 - f) Recoverability
 - g) Administration
 - h) Monitoring
 - i) Security
 - j) Load balancing
 - k) Environment support

- 3) An explanation, based on your previous state-level implementation experience, of how your proposed architecture will meet or exceed the needs of Colorado users and public regarding reliable access to the application and timely responses from the application.
- 4) A description of any supportive components required to successfully execute any particular function (e.g., remote management, remote problem notification, and remote software version release).
- 5) A draft high-level test/assurance plan that would demonstrate all capabilities identified in 2) above.
- 6) Describe the environments you propose in your solution. The CDOS desires, at a minimum, having production, test, training and development environments.

Application Software

Provide a detailed description of the software proposed for the CDOS campaign finance. Describe your process for clarifying requirements and determining gaps between the COTS application software and the system requirements of the CDOS. Describe the processes you will perform to customize your COTS system. Also, describe your position on application software ownership rights.

If your proposed application utilizes any 3rd party application software, please identify such and explain how you will work with the 3rd party to resolve any problems.

Describe in detail how the application architecture will allow installation of future releases of the application software without requiring a rewrite of Colorado modifications.

Describe the programming language(s), along with version numbers, used within your proposed solution.

Describe your position on access to application source code by the State.

Database

Provide information regarding the database recommended for the proposed campaign finance application. Utilizing the information provided in this RFP, provide the following:

- 1) Database system recommended, including version identification, and any supporting capabilities (e.g., utilities, special backup considerations)
- 2) Identify reasons for the recommendation
- 3) If you feel there are special considerations in the database arena, in order to have a successful implementation of the requirements, please describe in detail; for example, the data migration from Informix database to the recommended database
- 4) State your recommendations regarding whether there is a need or not to include data replication in the system

- 5) State your affirmation that the CDOS will be sole owner and custodian of all data in the system provided by the Vendor and shall have the unrestricted right to access and use all data in the system without interference by or assistance from the Vendor

Data Migration

Describe your approach to data migration, including how data mapping between systems will be defined, cleansing/reformatting of data, testing and the final conversion to the production environment during implementation rollout.

Describe the desired type and level of Colorado support desired during data migration efforts.

Test Strategy

The Vendor shall provide a description of their proposed test standards and methods for both their COTS product and custom development activities. The description must address test plan creation, test case/script generation, test phases, the execution of the test plan, and proposed participation by CDOS staff.

The description of test plan execution should include the topics of results recording, defect handling, and regression testing. Any testing tools to be used by the Vendor should be mentioned.

Training

The intent of the CDOS is to acquire training for users of the application system, CDOS personnel that will perform Tier 1 help desk support, and CDOS database administrators that will need to understand the database structure and how to query the database.

Describe the proposed content and delivery of your training. Include information about the typical class size and duration of training. Also, describe any self-paced training products you may provide. Define the support and accommodations you need from Colorado to support your training efforts.

Implementation

The CDOS statement of work includes user acceptance testing, user training and system rollout as deliverables within Implementation. The Vendor should describe their approach and experience on prior implementations and their proposed approach to implementation on the Colorado project.

Support

This RFP solicits post-implementation support from the Vendor in each of the following support areas:

- 1) Warranty Period Support
- 2) Operations Support
- 3) Maintenance Support
- 4) Application Support
- 5) Application Development Support

Indicate your approach to the various areas of support and your recommendations as to how support should be structured, if different from how described in the *RFP Appendix D – Statement of Work*,

Track 6: Post-Implementation Support. Describe the support activities included in each support area. Provide a table which includes the various categories included in your typical Service Level Agreements for each support area and your recommended levels of service values.

Describe the process of the Application Support help desk in managing questions and issues from campaign finance users, assuming the CDOS will handle the first level of help desk support (Tier 1) and the Vendor (Tier 2) will handle help requests from the CDOS Tier 1 support staff. Describe the automation tools you will utilize to track help desk metrics. Include a discussion on expected response time of replies to Tier 1 callers. Describe your methodology for sizing of the help desk. Describe the help desk implementation in your other state implementations.

Page Limit: Fifty (50) pages

5.2.9 Sample Project Artifacts

Vendors shall provide sample project artifacts, such as design documents, functional descriptions of software, user manuals, training materials, test planning and execution materials, data conversion assessments and other communications from a state-level campaign finance project in which the vendor has participated and the vendor considers to be representative of their work, the quality of their work, and the level of communication and detail that the vendor provides. At Vendor's request, these materials will be treated as confidential. These sample artifacts may be used to assess the format and detail that the vendor may provide if selected in Colorado. Respondents are encouraged to organize, label, title and/or describe these materials to indicate their content and purpose if such is not clearly apparent in the materials. Where page limitations are a restriction, Vendor's may consider providing table of contents and excerpts.

Page Limit: Thirty (30) pages

5.2.10 General Questions

The following is a list of questions regarding various aspects of campaign finance functionality and the project. Please provide detailed answers to these questions.

- 1) Converting existing campaign finance data to a new system can be a large effort. How do you plan to execute this effort and ensure the accuracy of the effort? Include at least two significant issues experienced and how you resolved them, during your other campaign finance engagements.
- 2) What documentation do you typically deliver to your client on a system application of this type, including documentation format (hardcopy, online, etc), documentation type (technical, user, etc.) and frequency of update?
- 3) What are some risks identified on your previous state-level campaign finance projects? Assign a risk value using a 1 for the lowest risk and a 10 for the highest risk. What steps did you take to mitigate each risk?

- 4) What is your Quality Assurance/Quality Control (QA/QC) process? How will you follow or tailor that process on the Colorado Campaign Finance project?
- 5) How does your system comply with the accessibility standards for electronic and information technology covered by section 508 of the Rehabilitation Act Amendments of 1998?
- 6) What is your methodology for load testing? Be sure to list your assumptions and simulations.
- 7) How has your company addressed the issue of Organizational Change Management (stakeholder acceptance) during its previous rollouts of a new campaign finance system? Your answer should include specifics on bridging the business process gaps between a current legacy system and your software. Please include three specific examples where the business practices of state campaign finance officials required modification in order to implement your solution.
- 8) As your software is installed in a number of states, the demand for changes will increase due to local and state requirements changes. How does your company intend to address these changes over the long term? Your answer should include information regarding user advisory boards or user groups as well as implementation strategies outlining both the COTS and customization paths.
- 9) What are the process steps within your application to handle document management starting with the receipt of a document in the mail and ending with the ability for a user to retrieve the document for viewing on the website?
- 10) What methods and formats does your system accommodate to allow committees to upload their disclosure data electronically? Currently, Colorado allows an XML formatted input file and a tab-delimited input file derived from an Excel spreadsheet containing multiple worksheets (defined on the Campaign Finance website). Colorado users want to avoid having to enter data twice, which can be the case if they are using campaign management software that doesn't export data into one of these two formats currently accepted by the legacy system.
- 11) A key feature of the desired campaign finance system is the ability of users, including the public, to easily access information about committees and candidates. How does your system allow a user to search and display data? How does the user find information about a particular political race (candidates running, associated committees, summary disclosure totals, detail disclosure data, etc.)? How does a user determine all the contributions made by a particular person, organization or committee? What reports can a user generate and print after entering the criteria for a particular search?
- 12) Do you have any plans for enhancements to the current look and feel of your web interface? Provide some examples of web pages used in your proposed application.
- 13) What tools do you plan to use for the following areas of the product life cycle? Include your experience and usage of these tools in other state-level campaign finance system implementations.
 - a) Project Management
 - b) Technical Communications
 - c) Requirements (Gathering & Tracking)

- d) Design Modeling (Security, Performance & Function)
- e) Software Construction – (Coding, Unit Testing, Integration Testing & Debugging)
- f) Testing (Validation, System, Security & Performance)
- g) Issue Tracking (Ticketing, Changes, Etc.)
- h) Configuration Management
- i) Software Deployment
- j) Library Management

Page Limit: *Twenty (30) pages*

5.2.11 Project Organization and Preliminary Project Plan

CDOS anticipates that the vendor selected to fulfill this RFP will begin the effort no later than 14 calendar days after contract execution. CDOS expects the entire application to be fully implemented in Colorado no later than June 2009.

The Vendor shall deliver its proposed Project Organization and a Preliminary Project Plan, including required elements of the project plan as described in *RFP Appendix D – Statement of Work, Track 1: Project Management*.

This section must provide a project organization chart of proposed project personnel, listed by name and position on the project. It must also describe relationships between the Vendor and any subcontractors.

The Preliminary Project Plan should provide a roadmap of tasks, resources, and timing necessary to complete the work. The Preliminary Project Plan shall include but not be limited to the following:

- 1) Tasks with scheduled start and completion dates
- 2) Milestones
- 3) Personnel assignments and estimated duration for each task. Time shall be listed for:
 - a) Vendor personnel
 - b) Required CDOS program personnel (Vendor to define needed skill types or business area)
 - c) Required technical personnel.

Page Limit: *Ten (10) pages*

5.2.12 Proposed Staffing

The Vendor selected in response to this RFP must provide experienced, qualified professionals to insure the success of the project. All key personnel assigned to the project must have been involved in at least one other state-level implementation. Vendors must provide resumes and references for the personnel in their proposals who will bring expertise to this project. Proposals must demonstrate knowledge of campaign finance and other related election programs.

Vendors should provide adequate documentation, references, and certifications to substantiate the expertise of those personnel, and state explicitly the amount of time such experts will work on this project in its various tasks.

The Vendor should list each individual proposed to serve the CDOS on this assignment, with a complete description of his or her role, responsibilities, and planned availability. Resumes must describe each individual's educational background, experience, other pertinent professional data, and should be sufficiently detailed to demonstrate an individual's qualifications and experience.

The Vendor must commit those personnel who are bid in the proposal will be assigned to the project, and will not be bid for other projects without the explicit written approval of CDOS. All "key personnel" identified on the project, must have a backup specified and available within a two week period.

The CDOS retains the right of approval over all proposed personnel, including potential substitutions to those proposed in response to this RFP. The Vendor commits to replace project personnel whose performance is unsatisfactory to the CDOS, with other personnel whose experience and skills are acceptable to the CDOS.

Should specific personnel proposed by the Vendor not be available for the project, the CDOS reserves the right to cancel any and all agreements with the Vendor.

The terms of this section shall apply to any and all vendors, including subcontractors, assignees, and successors involved in this project.

Page Limit: none

5.2.13 Campaign Finance System Requirements

Information provided in this final section of your Business Proposal will be used by the evaluation committee to determine how well your proposal meets the requirements of Colorado.

The RFP Team has drafted a list of requirements that address the campaign finance needs of the State. These requirements are listed in *RFP Appendix B – System Requirements Table*. The Vendor must copy the requirements table into this section of their proposal and complete the table by following the instructions listed at the beginning of the table.

Page Limit: None

5.3 Cost Proposal

The quoted price must include a proposed contract maximum amount to be billed. If you need to provide more detail regarding a particular cost line item, you may include a NOTE # on the line and include your Notes, with corresponding NOTE #, in an attachment to your Cost Tables spreadsheet.

Vendors must submit their cost proposal in the format identified in *RFP Appendix C - Cost Proposal Spreadsheet*. Please note that the Cost Proposal must be:

- 1) Submitted separately from the business proposal in a manner described in the introductory paragraph to RFP Section 5; and
- 2) Submitted in the pre-formatted Microsoft Excel spreadsheet file provided in *RFP Appendix C - Cost Proposal Spreadsheet* and separately on the CDOS Campaign Finance Project website.

Hardware Cost Table

This table is designed to identify all the hardware costs associated with the proposed system. Enter the proposed hardware components on each line with the applicable information. Vendor may add more rows if needed.

Software Cost Table

This table is designed to identify all the software costs associated with the proposed system. Enter the proposed software components on each line with the applicable information. Vendors may add more rows if needed. This table should include both system software (e.g., operating system, database) and the COTS application software.

Project Labor Cost Table

This table is designed to identify all the project labor costs associated with the implementation of the proposed system. Enter the proposed labor activities in the proper section with the applicable information. The section for Customization should include the applicable Requirement ID numbers from the *RFP Appendix B – Systems Requirements Table*. Vendor may add more rows if needed.

Support Cost Table

This table is designed to identify the various post-implementation support costs associated with operating and maintaining the proposed system. Vendor may enter one line within each support type along with its cost or, if itemization of costs is desired, multiple lines may be used under a support type. Vendor may add more rows if needed.

Miscellaneous Cost Table

This table is designed to identify all the miscellaneous costs associated with the proposed system and project. Enter the various components on each line with the applicable information. Vendor may add more rows if needed.

Hourly Rate Table

This table is designed to identify the rates that the Vendor will charge for any work identified and approved beyond the scope of this RFP and the contract. These rates will also apply to the Post-Implementation Application Development Support services. Enter the proposed labor description on each line with the applicable information. Vendor may add more rows if needed.

Total Cost Table

This table accumulates all the costs from the previously listed tables, excluding the Hourly Rate Table. This table is formula driven, thus, **the Vendor should not modify this table.**

Page Limit: none

5.4 Proposal Section Numbering

The Business Proposal sections shall be numbered as shown below. Vendors may use sub-numbering within these Section numbers as desired.

Section Number	Section Title	Page Limit
None	RFP Cover Sheet	1
None	Transmittal Letter	3
1.0	Executive Summary	5
2.0	Company Overview	5
3.0	Company Financial Status	None
4.0	Relevant Business Experience	20
5.0	Prior Proposals	5
6.0	Project Approach	50
6.1	Project Management	-
6.2	Data Center Architecture	-
6.3	Application Software	-
6.4	Database	-
6.5	Data Migration	-
6.6	Test Strategy	-
6.7	Training	-
6.8	Implementation	-
6.9	Support	-
7.0	Sample Project Artifacts	30
8.0	General Questions	30
9.0	Project Organization and Preliminary Project Plan	10
10.0	Proposed Staffing	None
11.0	Campaign Finance System Requirements	None

The Cost Proposal shall consist of the Cost Proposal Spreadsheet containing the following worksheets:

1.0 Hardware Cost Table
2.0 Software Cost Table
3.0 Project Labor Cost Table
4.0 Support Cost Table
5.0 Miscellaneous Cost Table
6.0 Hourly Rate Table
7.0 Total Cost Table

SECTION 6: PROPOSAL EVALUATION

6.1 Introduction

The CDOS will conduct a comprehensive, fair and impartial evaluation of proposals received in response to this Request for Proposal. The objective of the final evaluation is to determine the proposal that most effectively meets the CDOS goals and requirements. The contract for this project will be awarded to the Vendor whose proposal, conforming to the RFP, will be most advantageous to the CDOS and the State of Colorado, price and other factors considered.

A Campaign Finance RFP Evaluation Committee will review and score submitted proposals to determine which (not limited to):

- 1) Demonstrates experience and qualifications
- 2) Best meets RFP requirements
- 3) Has reasonable costs
- 4) Minimizes risk of failure to the CDOS
- 5) Has adequate finances and resources to successfully complete the project
- 6) Demonstrates a sound approach
- 7) Has adequate, qualified personnel
- 8) Shows good understanding of the requirements;
- 9) Requires only limited clarification

6.2 Evaluation Process

The CDOS reserves the right to award on receipt of initial proposals. If award is not made upon receipt of initial proposals, the CDOS will provide the Vendors remaining in the competitive range with written requests for clarifications and notice of deficiencies in their proposals. Vendors will be provided a date at which oral presentations and demonstrations will be heard. Each oral presentation and demonstration is planned to be eight (8) hours in duration. The presentation shall consist of a vendor briefing concerning its technical approach and must also address clarifications and deficiency items identified by the CDOS that may lead to discussions. Guidelines regarding the oral presentations will be distributed in advance to those Vendors remaining in the competitive range.

Vendors may be given an opportunity, after the conclusion of the oral presentations, to submit a best and final offer (BAFO). Vendors will be informed in writing of the date by which best and final offers are due. Vendors shall make any revisions the CDOS deems necessary to clarify or correct weaknesses in their proposal. Revisions shall be made by "change page" to proposals, including pricing. The CDOS does not require complete, substantial proposal rewrites. Vendors are cautioned not to make changes in the technical approach or make price/cost revisions that are not clearly explained and/or justified in any proposal revision. Vendors assume the risk that proposed revisions be adequately explained so the CDOS understands the nature of the revisions and the risk to the CDOS from unreasonable forecasts of Contractor costs.

An Evaluation Committee will be assembled that consists of cross-discipline representatives from the CDOS, including program personnel and information technology professionals. County and

Legislature representatives will also be represented on the committee. Evaluators will have an opportunity to change their scores and comments based on deliberative discussions.

While a numerical rating system will be used to assist the evaluation committee in selecting the competitive range (if necessary) and making the award decision, the award decision ultimately is a business judgment that will reflect an integrated assessment of the relative merits of the proposals using the factors and their relative weights.

Vendors should not assume that they will have an opportunity for oral presentations or revisions of proposals, so they should submit their most favorable proposals as their initial proposal. If award is not made on receipt of initial proposals, Vendors in the competitive range (those most responsive to the requirements) will be provided an opportunity to make an oral presentation as part of the discussions. The competitive range determination will be based on the written proposals, so Vendors are cautioned to insure that their proposals adequately convey the soundness of their approach and understanding of the requirements.

6.3 Evaluation Procedure

6.3.1 Evaluation Phase 1 – Administrative (Pass/Fail)

Proposals will be evaluated to determine if the administrative requirements have been met. These requirements include:

- 1) Proposals have complied with the bid due date and time
- 2) The requested format and number of copies are adhered to
- 3) Page limits and font size meet requirements
- 4) The Request for Proposal Cover Sheet meets the content and other requirements
- 5) The Transmittal Letter is enclosed and meets the content and other requirements
- 6) Separate packaging rules are followed

Vendor shall be considered noncompliant and may be eliminated from further evaluation if these administrative requirements are not followed.

6.3.2 Evaluation Phase 2 – Business Proposal (75% weight factor)

Only those vendors who pass Evaluation Phase 1 will enter Evaluation Phase 2. Phase 2 will result in a numerical score based upon the information provided in the Vendor's Business Proposal, the clarity and conciseness of the information presented, and how well it meets the requirements as defined in each section.

6.3.3 Evaluation Phase 3 – Cost Evaluation (25% weight factor)

Each proposal will be assigned points based on the Cost Proposal. CDOS will use the costs to implement the Application and annualized on-going support costs in the cost evaluation of the proposal.

6.3.4 Evaluation Phase 4 – Initial Points Calculation

The points assigned in Phases 2 and 3 will be added together to produce an initial point score for each proposal. A determination will be made to which vendors, offering the most advantageous proposal, remain in the competitive range.

6.3.5 Evaluation Phase 5 – Oral Presentations and Demonstrations

At the sole option of the CDOS, as few as two (2) vendors or as many as six (6) vendors (selected in rank order) will be eligible for further evaluation in this phase. If requested by the CDOS, vendors shall provide an oral presentation concerning their overall proposal. Selected vendors must be prepared to provide a presentation at a Denver metro location, during the timeframe listed in the Schedule of Activities for this RFP. Vendors will be given at least seven (7) calendar days advance notice to prepare their oral presentation.

These presentations will provide Vendors with an opportunity to present information to the Evaluation Committee that the committee will use to award points to the proposal based on the following:

- 1) The Vendor's grasp and understanding of the project as a whole.
- 2) The Vendor's overall approach to project execution and management.

The Vendor's complete solution shall be made available to the evaluation team for a period of five (5) business days, independent of Vendor or Representative being present. The Vendor shall provide access to ten (10) individuals during this demonstration period. The solution is not expected to address ALL requirements in this RFP, but only those requirements the Vendor has deemed as "satisfied" in their response. The purpose of this activity is to allow the evaluation team to "test drive" the solution to gain a better understanding of the application.

If a Vendor is unable or unwilling to provide this demonstration, they must provide an explanation in their proposal.

6.3.6 Evaluation Phase 6 – Final Points Calculation

The initial points assigned in Phases 2 and 3 will be re-evaluated and subject to adjustments based on Phase 5 activities. The adjusted points will be added together to produce a final point score for each proposal.

6.4 Notice of Intent to Award

Award shall be made to the Vendor offering the most advantageous proposal, price and other factors considered.

The CDOS anticipates making a proposal selection within seven (7) weeks after the closing date for receipt of proposals. Upon selection, and after required approvals, the CDOS will post a Notice of Intent to Award on the CDOS Campaign Finance website.

SECTION 7: RFP APPENDICES

Each of the five appendices (A through E) will also be available on the CDOS Campaign Finance Project webpage as separate downloadable documents.

7.1 Appendix A – Proposal Cover Sheet

7.2 Appendix B – System Requirements Table

7.3 Appendix C – Cost Proposal Spreadsheet

7.4 Appendix D – Statement of Work

7.5 Appendix E – Information Technology Services Contract

7.5.1 Contract Exhibit A – Statement of Work

7.5.2 Contract Exhibit B – Payment and Delivery Schedule

7.5.3 Contract Exhibit C – Option Letter Template

7.5.4 Contract Exhibit D – Bilateral Change Order Letter Template

7.5.5 Contract Exhibit E – Vendor Project Key Personnel

7.5.6 Contract Exhibit F – System Requirements Table

State of Colorado

Department of State



Campaign Finance RFP # CDOS-CF-08-01
Appendix A
Proposal Cover Sheet

Colorado Campaign Finance System



State of Colorado Request for Proposal (RFP) Cover Sheet

SEALED RESPONSES MUST BE MAILED OR DELIVERED TO:

Colorado Department of State
Attn: Len Vest
1700 Broadway
Suite 270
Denver, CO 80290

SOLICITATION NUMBER:	CDOS-CF-08-01
DEADLINE / DUE DATE AND TIME:	July 10th, 2008 1:00 PM MOUNTAIN TIME
PURCHASING CONTACT:	Len Vest
PHONE NUMBER:	303-894-2200 x-6341

BIDDERS MUST SUBMIT ONE (1) ORIGINAL AND EIGHT (8) COPIES OF THEIR PROPOSAL PLUS ONE ELECTRONIC COPY. BIDDERS MUST COMPLETE THE BELOW INFORMATION.

F.E.I.N.	
DELIVERY DATE	
TERMS (must be at least Net 30 Days)	
AUTHORIZED SIGNATURE	
TYPED/PRINTED NAME	
TITLE	
COMPANY NAME	
ADDRESS	
CITY/STATE/ZIP	
CONTACT FOR CLARIFICATIONS	
CONTACT TITLE	
PHONE NUMBER	
FAX NUMBER	
EMAIL ADDRESS	

IMPORTANT: THE FOLLOWING INFORMATION MUST BE ON THE OUTSIDE OF THE RFP SUBMITTAL ENVELOPE AND/OR PACKAGE:

**VENDOR NAME
RFP # CDOS-CF-08-01
DUE AT 1:00PM MDT ON JULY 10, 2008**

Please be advised that telegraphic or electronic responses (Fax, Western Union, Telex, etc.) cannot be accepted as a sealed proposal. Bidders are urged to read the RFP documents thoroughly before submitting a response.

This Cover Sheet **must** be signed by a representative of the vendor who is legally authorized to bind the vendor to their proposal. Vendors will be required to submit conformation of their F.E.I.N. number prior to any issuance of Contracts, Purchase Orders, or payments resulting from this RFP.

RETURN THIS SHEET WITH THE PROPOSAL

State of Colorado

Department of State



Campaign Finance RFP # CDOS-CF-08-01

Appendix B

System Requirements Table

Colorado Campaign Finance System

INSTRUCTIONS FOR COMPLETING SYSTEM REQUIREMENTS TABLE

The Vendor must assign a Response Code to each listed requirement. The Response Code values and meanings follow:

- 1 – Proposed solution provides full functionality; however, some configuration may be necessary. This functionality is considered part of the base Application Software cost in the Cost Proposal.
- 2 – Proposed solution provides partial functionality for requirement. Customization and additional costs are required for full functionality requested. In such cases the Vendor shall provide, in the Vendor Response column, a description of the partial functionality provided. Customization Costs to provide complete functionality shall be included in the Cost Proposal.
- 3 – Proposed solution does not provide functionality required. Customization and additional costs are required to meet this requirement. Customization Costs to provide requested functionality shall be included in the Cost Proposal.
- 4 – The specific requirement is not met and the vendor does not propose a customization or service to meet it. In such cases the Vendor shall provide, in the Vendor Response column, an explanation of the reason(s) for not meeting the requirement, including any potential “work around” options.

Vendors can also provide comments or explanations in the Vendor Response column of the Systems Requirements Table. Explanations are requested when Response Codes 2 or 4 are specified.

The System Requirements table has the property set to not allow a row to break across a page. If a Vendor enters a Vendor Response that causes the row to take up more than a page, the property for that particular row should be changed to allow the row to break across pages.

Note: One of the first activities during the Software Customization Track of the project will be a requirements review effort to determine where clarifications and modifications are needed to the System Requirements Table. Part of this process will be to ensure that each requirement is clearly stated and testable.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Archive	1	The Application shall provide a mechanism to archive data records that have reached a specified point in time.		
Archive	2	The Application shall provide a mechanism to retrieve archived data records for internal CDOS research purposes.		
Audit	3	The Application must provide an event logging feature to record activities by authenticated users. The logging should include the user's ID and, at a minimum, the date/time a user starts and ends a session, adds or modifies a database record, or generates a report or notification.		
Audit	4	The Application must provide a means to search by audit event and/or user against the event logging records and report date/time/action.		
Audit	5	The Application must provide a means to analyze contribution and expenditure data to identify violations of campaign finance limits and prohibited contributions.		
Complaints	6	The Application must allow online entry of campaign finance complaints.		
Complaints	7	The Application must provide a registration process before an Individual (natural person, not an authenticated user) can file a Campaign Finance Complaint on the campaign finance website. This registration process must use a control mechanism (i.e. an email returned to the Individual which includes an input access link or requiring the unscrambling of text known as a CAPTCHA system). Note: The intent is to prevent computer generated or frivolous submissions of Complaints.		

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Complaints	8	<p>The Application must allow for maintenance of a Campaign Finance Complaint Log containing:</p> <ul style="list-style-type: none"> • Complaint Filing Date • Administrative Law Judge Filing Date • Complainant • Complainant Address • Respondent • Respondent Address • Subject • Case Number • Status • Disposition • Link to Candidate or Committee (if subject of complaint) 		
Correspondence and Notifications	9	The Application shall allow for batch generations of correspondence to be mailed with mail needing to be sent by Certified Mail being separated from mail not needing to be certified.		
Correspondence and Notifications	10	The Application shall allow for a primary and a secondary mailing address for candidates and committees.		
Correspondence and Notifications	11	The Application shall allow for correspondence being sent by mail to automatically go to the primary address. The secondary mailing address shall be used for manual mailings when the primary address becomes invalid.		
Correspondence and Notifications	12	The Application shall allow for recording the occurrence of candidate and committee undeliverable mail.		
Correspondence and Notifications	13	The Application must allow for up to three (3) email addresses for candidates and committees and correspondence being sent by email shall go to all email addresses on file.		
Correspondence and Notifications	14	The Application must allow scanning, uploading, titling, categorizing, assignment (linking to a candidate or committee record) and retrieval of a paper document.		

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Correspondence and Notifications	15	The Application must allow assignment of a document category type to a scanned document. Note: There are currently 33 unique document category types.		
Correspondence and Notifications	16	Disclosure reports that are filed before the deadline, but are deemed to be incomplete shall be recorded as conditionally accepted and a notification shall be mailed and, if an email address is on file, emailed to the reporting Committee.		
Correspondence and Notifications	17	The Application must allow for automated attachment of email correspondence to the database record of the associated candidate or committee.		
Correspondence and Notifications	18	The Application must allow an authorized user to generate a free-form message and email it to a candidate or committee from within the Application, with a copy being optionally sent to the email address of the authorized user sending the message.		
Correspondence and Notifications	19	The Application must automatically notify candidates and committees, by email, the last day of a Reporting Period and the day before a disclosure report is due, reminding them of the due date, if their report has not already been received.		
Correspondence and Notifications	20	The Application must automatically notify candidates and committees, by email, when their disclosure report has been received and processed.		
Correspondence and Notifications	21	The Application must provide the capability to notify Candidates and Committees when disclosure filing reports are late. The notification shall be by certified mail and, if an email address is on file, by email. Proper wording of the notification will be provided by the CDOS.		

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Correspondence and Notifications	22	Incomplete disclosure reports, that have been recorded as conditionally accepted, and have not been corrected and changed from conditionally accepted to accepted within seven business days from the date of notification, shall be notified by certified mail that their disclosure report is late as of the day of notification and is accruing penalties on a daily basis until corrected. An email notification is also sent if an email address is on file.		
Correspondence and Notifications	23	The Application must alert a specified user when a System-defined event occurs.		
Correspondence and Notifications	24	The Application must notify all candidates running for a specific office when changes in the Voluntary Spending declarations of any of the candidates occur. Note: Voluntary Spending limits apply at certain State level offices.		
Correspondence and Notifications	25	The Application must provide the capability for an authorized user to issue candidate or committee correspondence, from the Application, for mail delivery.		
Correspondence and Notifications	26	The Application must provide the capability to distinguish which mailings are required to be sent by Certified mail.		
Correspondence and Notifications	27	The Application must provide the capability to schedule daily batch production of notifications and correspondence to Candidates and Committees for mail and/or email delivery.		

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Data Access	28	<p>The Application shall allow public access to information about:</p> <ul style="list-style-type: none"> • Candidate(s) • Committee(s) • Election(s) • Jurisdiction(s) • Office(s) • District(s) • Contribution(s) • Expenditure(s) • Loan(s) • Penalties • Documents <p>The above information categories shall include data based upon user selected criteria including:</p> <ul style="list-style-type: none"> • Candidate • Committee • Jurisdiction • Office • District • Election Cycle • Reporting Cycle • Reporting Period • Contribution Type • Contribution Monetary versus In-Kind • Contributor's Name • Contributor's Location – Zip code(s) • Contributor's Employer • Contributor's Occupation • Expenditure Type • Expenditure Recipient Name • Expenditure Recipient Location - Zip code(s) • Loan Mortgagee • Loan Mortgagee Location – Zip code(s) 		

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Data Access	29	<p>Once a specific <u>Candidate</u> is displayed, the Application must provide a link to the following:</p> <ul style="list-style-type: none"> • Committee Detail (if candidate has a committee) • Disclosure Reports, including Adjustments • Documents and Manual Filings • Major Contributor Reports (if committee exists) • Notices of Independent Expenditures • Financial Statement • Candidate History 		
Data Access	30	<p>Once a specific <u>Committee</u> is displayed, the Application must provide a link to the following:</p> <ul style="list-style-type: none"> • Candidate Detail (if Candidate Committee) • Disclosure Reports, including Adjustments • Documents and Manual Filings • Major Contributor Reports • Notices of Independent Expenditures • Financial Statement • Committee History 		

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Data Access	31	<p>Once a specific Disclosure report has been selected for display, a summary of the report shall be displayed with links to the following details:</p> <ul style="list-style-type: none"> • Contributions • Expenditures • Loans • Loan Payments • Returned Contributions • Returned Expenditures • Image of the Report if manually filed • Option to obtain a PDF copy of the report <p>The summary display shall include:</p> <ul style="list-style-type: none"> • Committee Name • Committee ID • Election Cycle • Reporting Calendar Used • Report Period Start and End Dates • Committee Report Period Beginning Balance • Contributions Total for Report Period • Contributions Returned Total for Report Period • Expenditures Total for Report Period • Expenditures Returned Total for Report Period • Committee Report Period Ending Balance • Original Loan Amounts • Loan Balances at Beginning of Report Period • Loan Payments during Report Period • Loan Fees and Interest during Report Period • Loan Balances at End of Report Period 		

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Data Extract	32	<p>The Application must allow users, including public users, the ability to extract and download non-restricted campaign finance data for off-line processing by the user. The downloadable file format shall be a user choice of Comma Separated Values (CSV) or Excel Spreadsheet. Data that can be downloaded shall include:</p> <ul style="list-style-type: none"> • Candidate(s) • Committee(s) • Election(s) • Jurisdiction(s) • Office(s) • District(s) • Contribution(s) • Expenditure(s) • Loan(s) 		
Disclosure Reporting	33	The Application must allow candidates and committees to enter, on the campaign finance website, their contribution, expenditure and loan disclosure data.		
Disclosure Reporting	34	The Application must allow candidates and committees to enter, on the campaign finance website, adjustments to their previously entered contribution, expenditure and loan disclosure data.		
Disclosure Reporting	35	The Application must allow authorized CDOS and County users the ability to enter, on the campaign finance website, paper-filed candidate expenditures and committee contribution, expenditure and loan disclosure data.		
Disclosure Reporting	36	The Application must allow authorized CDOS and County users the ability to enter, on the campaign finance website, paper-filed candidate and committee adjustments to previously entered contribution, expenditure and loan disclosure data.		

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Disclosure Reporting	37	<p>The Application must allow Electronic Data Interchange (EDI) filing of campaign finance reports. Electronic filings must be accepted by:</p> <ul style="list-style-type: none"> • Data being submitted in tab-delimited files • Data being submitted in XML formatted files <p>In the Vendor Response column, specify any other electronic filing options your system provides (e.g., Commercial campaign management software package output, MS Access, MS Excel, MS Word).</p> <p>Note: The Colorado campaign finance website contains the current specifications for tab-delimited and XML file formats.</p>		
Disclosure Reporting	38	The Application shall allow disclosure reports that are filed before the deadline, but are deemed to be incomplete, to be recorded as conditionally accepted.		
Disclosure Reporting	39	The Application shall allow the online entry of a disclosure report to be paused and the entered data to be saved in the Application in a status (i.e. Work in Process) that allows the data to be retrieved at a later time and entry of data resumed.		
Disclosure Reporting	40	The Application shall allow the ability for an authorized user, who has entered a disclosure report online, to be able to run a preliminary edit check process against the entered data in order to identify and correct certain edit errors prior to submitting the data for posting to the campaign finance system.		
Disclosure Reporting	41	The Application must allow a Committee or an Individual (public) to file a Notification of Independent Expenditure Report on the campaign finance website.		

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Disclosure Reporting	42	The Application must allow a Committee to file a Major Contributor Report on the campaign finance website.		
Disclosure Reporting	43	The Application must have a means to identify candidates and committees that are not required to file a disclosure report for a particular reporting period, in order to avoid sending a delinquency notification and starting the penalty assessment process.		
Disclosure Reporting	44	<p>The Application must provide a registration process before an Individual (natural person, not an authenticated user) can file a Notification of Independent Expenditure Report on the campaign finance website. This registration process must use a control mechanism (i.e. an email returned to the Individual which includes an input access link or requiring the unscrambling of text known as a CAPTCHA system).</p> <p>Note: The intent is to prevent computer generated or frivolous submissions of Notification of Independent Expenditure reports.</p>		
Disclosure Reporting	45	The Application needs to be able to handle a single Notification of Independent Expenditure report that has the total expenditure allocated between multiple candidates. The report must be attached to each candidate, but each candidate's dollar amount should reflect the reported amount for that candidate.		
Disclosure Reporting	46	The Application must allow for the filing of Electioneering Communications expenditures by any person. The report must contain name and address of contributors spending more than \$250 in a year and, if such contributor is a natural person, the report must include occupation and employer.		

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Disclosure Reporting	47	The Application must use a control mechanism (i.e. an email returned to Individual which includes an input access link or requiring the unscrambling of text known as a CAPTCHA system) for submission of Electioneering Communications reports via the website if the submitter is not an authenticated user of the Application. Note: The intent is to prevent computer generated or frivolous submissions of Electioneering Communications reports.		
Disclosure Reporting	48	The Application must provide Committees the ability to file Electioneering Communications expenditures on their regularly filed disclosure reports. The entry must be identifiable as an Electioneering Communications expenditure and shall include the data required on the standard Electioneering Communications report.		
Disclosure Reporting	49	The Application must collect Committee ID on contributions made from a committee type contributor. Note: This is not currently being collected, but is needed for determining certain contribution infractions. Collecting this information may require approval of a new Campaign Finance rule.		
Disclosure Reporting	50	The Application must collect Federal Employer Identification Number (FEIN) on contributions made from a business entity type contributor. Note: This is not currently being collected, but is needed for determining certain contribution infractions. Collecting this information may require approval of a new Campaign Finance rule.		
Disclosure Reporting	51	The Application must collect Outstanding Obligations (non-loan debts) balance as of the end of reporting period on disclosure reports.		

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Documentation	52	Application documentation shall be provided that addresses the usage of system-level features, screen-level features and field-level features.		
Documentation	53	System documentation shall be provided that shows how module functionality is integrated, shows database design, describes backup and recovery procedures and provides examples of how to write custom queries.		
Documentation	54	Application documentation shall be provided that specifically addresses the functionality used by candidates and committees.		
Documentation	55	Application documentation shall explain the purpose of all administrative functions and how to utilize them, including the Rules Engine.		
Enforcement	56	<p>The Application must handle the campaign finance requirements embedded in the Colorado Constitution, Colorado Statutes and CDOS Rules.</p> <p>Note: It shall be the proposing Vendor's responsibility to read these three documents (found on the CDOS Campaign Finance website) and to indicate in your response to this requirement any items found in the referenced documents that will require customization to or will not be included in your proposed system. Therefore, any items found in the three documents that require a Response Code of "2", "3" or "4" should be individually listed in your response to this requirement.</p> <p>It is the opinion of the CDOS that most requirements found in these three documents are addressable through user written rules that are processed through a Rules Engine.</p>		

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Enforcement	57	The Application must accumulate the total contributions from each committee during a Contribution Period that were made to a Political Party's committees at all levels and at the State level.		
General	58	Offices and Districts shall only be associated with the Candidate Committee type.		
Penalties	59	The Application must have the capability to calculate, record, track and display campaign finance penalties.		
Penalties	60	The Application must have the capability to automatically notify committees and candidates when penalties begin accumulating.		
Penalties	61	The Application must have the capability to record payments of campaign finance penalties.		
Penalties	62	The Application must have the capability to allow online entry of penalty waiver requests.		
Penalties	63	The Application must have the capability to record and display penalty waiver request decisions.		
Penalties	64	The Application must have the capability to adjust campaign finance penalties and record/display any adjustments.		

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Reference Tables	65	<p>Authorized users must be able to maintain a Party Designation table containing, at a minimum:</p> <ul style="list-style-type: none"> • American Constitution Party • Concerns of the People • Democratic Party • Colorado Reform Party • Green Party of Colorado • Colorado Libertarian Party • Natural Law Party • Republican Party • Non-Partisan (e.g., for Regional Transportation District or a County Special District) • Unaffiliated • None • Unknown 		
Reference Tables	66	<p>Authorized users must be able to maintain a Candidate Status table containing, at a minimum:</p> <ul style="list-style-type: none"> • Active • Inactive • Pending • Terminated 		
Reference Tables	67	<p>Authorized users must be able to maintain an indicator for a Candidate to show that the Candidate isn't running for office in the current Election Cycle, but the candidate's Committee is still Active in order to collect contributions to pay off debts in order to Terminate once the debts are paid off.</p>		
Reference Tables	68	<p>Authorized users must be able to maintain a Committee Type table containing, at a minimum:</p> <ul style="list-style-type: none"> • 527 Political Organization • Candidate Committee • Federal PAC • Issue Committee • Political Committee • Political Party • Small Donor Committee 		
Reference Tables	69	<p>The Application must allow each Political Party type committee to be associated with one of the parties in the Party Designation table.</p>		

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Reference Tables	70	Authorized users must be able to designate each Political Party type committee as being a State-level Political Party or not.		
Reference Tables	71	Authorized users must be able to maintain a Committee Status table containing, at a minimum: <ul style="list-style-type: none"> • Active • Inactive • Pending • Denied • Terminated 		
Reference Tables	72	Authorized users must be able to maintain a Jurisdiction table containing, at a minimum: <ul style="list-style-type: none"> • An entry for each of 64 Colorado Counties • Statewide • Federal <p>Each table entry shall have contact name and contact information included. Each entry shall have a Home Rule indicator.</p> <p>Note: A home rule County does not have some of the State campaign finance restrictions and can have their own defined contribution limits.</p>		
Reference Tables	73	Authorized users must be able to maintain an Office table. There shall be multiple Office records for each Jurisdiction. Each entry in the table must include, at a minimum: <ul style="list-style-type: none"> • Jurisdiction ID • Office Abbreviation • Office Full Description <p>Note: For example, within jurisdiction Statewide, there are offices for Governor, SOS, Colorado Senate, Colorado House, etc. For a County jurisdiction there are offices like County Clerk, Treasurer, Sheriff, Special District offices, etc.</p>		

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Reference Tables	74	Authorized users must be able to maintain a District table that contains all the Districts associated with each Office. For instance, the Office of Governor would only have Statewide as the District. The office of Colorado House would have sixty-five (65) districts.		
Reference Tables	75	The Application must provide the ability for an authorized user to associate an Election Cycle with each Jurisdiction/Office/District combination active for that Election Cycle.		
Reference Tables	76	The Application must provide a field in each Committee Type table entry that signifies the type of Contribution Period used by the Committee for Contribution limit processing. The possible values are: <ul style="list-style-type: none"> • Election Cycle of Candidate Committee used • Annual period (Jan 1 – Dec 31) used • House of Representative Election Cycle used • None 		
Reference Tables	77	Authorized users must be able to maintain a table of Election Cycles for Offices, with title and start/end dates for each Election Cycle record. An example of an Election Cycle is for the Office of Governor, the Election Cycle runs from 31 days following a general election to 30 days following the next general election for the Office of Governor.		
Reference Tables	78	The Application must allow an authorized user the ability to add a new Election Cycle for a particular Jurisdiction/Office/District combination that is an exception. Note: An example would be a Recall election or some other Special Election.		

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Reference Tables	79	<p>Authorized users must be able to maintain an Event or Tickler type table that allows the application to know when to automatically take an action. An example would be if a candidate declares that they will abide by a Voluntary Spending Limit and then another person declares their candidacy for the same office but doesn't accept the Voluntary Spending Limit, the first candidate must be given notice of this and the right to withdraw their Voluntary Spending Limit requirement within 10 days. At the end of 10 days, the first candidate's position on Voluntary Spending is then frozen, unless a later action triggers a new window of action.</p> <p>The application must have an automated way for actions to be triggered based upon events and timings.</p>		
Reference Tables	80	The Application must allow an authorized user the ability to add/modify Reason Codes in a Reason Code table.		
Reference Tables	81	The Application must allow an authorized user the ability to add/modify notification text in a Notification table.		
Reference Tables	82	<p>The Application must allow an authorized user the ability to identify fields within a Notification that are to be filled in by the Application during notification generation.</p> <p>For example, the notification might have fields to be completed by the Application for name, address or an action due date.</p>		

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Reference Tables	83	<p>Authorized users must be able to maintain a Contributor Type table containing, at a minimum:</p> <ul style="list-style-type: none"> • 527 Political Organization • Candidate Committee • Federal PAC • Issue Committee • Political Committee • Political Party • Small Donor Committee • Corporation • LLC • Partnership • Labor Union • Individual (Natural Person) • Other • Unknown 		
Reference Tables	84	<p>Authorized users must be able to maintain a table of Contribution Limits by Jurisdiction and Committee Type.</p>		
Reference Tables	85	<p>Authorized users must be able to maintain a table of Spending Limits. The limits shall have start and end dates because the application must allow the limits to be periodically adjusted by the Secretary of State per statute.</p>		

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Reference Tables	86	<p>Authorized users must be able to maintain a Reporting Calendar table that contains all the reporting calendars, including reporting periods and due dates. The table must include, at a minimum:</p> <ul style="list-style-type: none"> • Reporting Calendar Title • Year • Multiple Reporting Periods • A Report Due Date for each Reporting Period <p>Note: An Application requirement exists elsewhere in this table that requires the application to assign the proper Reporting Calendar to each Committee based upon jurisdiction, previous year reporting schedule of The Committee and whether or not the Committee is for a Special District.</p>		
Reference Tables	87	<p>Authorized users must be able to maintain a Delinquency Rate table. Currently, there is only one type of delinquency which is:</p> <p>Standard \$50 (charge for each day delinquent)</p>		
Registration	88	The Application must allow candidates and committees to enter their registration data on the campaign finance website.		
Registration	89	The Application must place candidate and committee registration data in a pending status on the campaign finance website until an authorized user has received the properly signed paperwork and changes the status to denied or approved.		
Registration	90	<p>The Application must have a feature to record and track registrant filing fees.</p> <p>Note: Colorado doesn't currently charge registration fees, but would prefer being prepared should new legislation require it.</p>		

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Reports	91	<p>The Application must allow reports to be generated after certain criteria are specified including:</p> <ul style="list-style-type: none"> • Candidate • Committee • Jurisdiction • Office • District • Election Cycle • Reporting Cycle • Reporting Period • Contribution Source • Contributor's Name • Contributor's Location – Zip code(s) • Contributor's Employer • Contributor's Occupation • Expenditure Type • Expenditure Recipient Name • Expenditure Recipient Location - Zip code(s) • Loan Mortgagee • Loan Mortgagee Location – Zip code(s) 		
Reports	92	<p>The Application must allow the report selection criteria to be printed on a report cover page, along with the user name of requestor and date/time generated.</p>		
Reports	93	<p>The Application shall allow CDOS and County authorized users the ability to run the following <u>Committee reports</u> with an option to direct output to PDF or Spreadsheet:</p> <ul style="list-style-type: none"> • Committee Listing • Committee Delinquencies • Committee Financial Summary • Pending Committee Listing • Committee Registered Agent Listing • Committees without a Reporting Calendar Assignment Listing • Committees with Delinquencies Closed (daily batch job of that day's closures) • Committee Registration Changes (daily batch job of that day's changes) 		

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Reports	94	<p>The Application shall allow CDOS and County authorized users the ability to run the following <u>Candidate reports</u> with an option to direct output to PDF or Spreadsheet:</p> <ul style="list-style-type: none"> • Candidate Listing • Candidate Delinquencies • Candidate Financial Summary • Candidates without a Committee assigned 		
Reports	95	<p>The Application shall allow CDOS and County authorized users the ability to run the following <u>Contribution reports</u> with an option to direct output to PDF or Spreadsheet:</p> <ul style="list-style-type: none"> • Contributions Received by a Committee – Detail • Contributions Received by Committees - Summary • Contributions Received by Contributor’s Employer – Summary • Contributions Received by Contributor’s Occupation – Summary • Contributions Received by Contributor’s Zip Code – Summary • Contributions Received by Contributor’s Type – Summary • Contributions Received as Monetary and In-Kind – Summary • Contributions Received from Major Contributors – Detail • Contributions Received from Major Contributors – Summary 		

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Reports	96	<p>The Application shall allow CDOS and County authorized users the ability to run the following <u>Expenditure reports</u> with an option to direct output to PDF or Spreadsheet:</p> <ul style="list-style-type: none"> • Expenditures Made by a Committee – Detail • Expenditures Made by Committees - Summary • Expenditures Made by Payee – Summary • Expenditures Made by Zip Code – Summary • Expenditures Made as Monetary and In-Kind – Summary • Independent Expenditures – Detail • Electioneering Expenditures – Detail 		
Reports	97	<p>The Application shall allow CDOS and County authorized users the ability to run the following <u>Loan reports</u> with an option to direct output to PDF or Spreadsheet:</p> <ul style="list-style-type: none"> • Loans by Committee – Detail • Loans by Committees - Summary • Loans by Mortgagee – Summary • Loans by Mortgagee Zip Code - Summary 		
Reports	98	<p>The Application shall allow CDOS and County authorized users the ability to run the following <u>Disclosure Management reports</u> with an option to direct output to PDF or Spreadsheet:</p> <ul style="list-style-type: none"> • Disclosure Reports Overdue by Due Date • Disclosure Reports Filed but Late • Disclosure Reports Filed with Conditional Acceptance • Committee Disclosure Reporting History 		

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Reports	99	<p>The Application shall allow CDOS and County authorized users the ability to run the following <u>Security reports</u> with an option to direct output to PDF or Spreadsheet:</p> <ul style="list-style-type: none"> • List of User IDs • List of User IDs with inactivated Passwords <p>Include user name, jurisdiction, organization, email address and date of last access into the Application with each User ID.</p>		
Reports	100	The Contractor shall provide up to fifteen (15) additional reports to be created during the Software Customization phase of the project.		
Rules Engine	101	<p>The Application must include a Rules-based Engine that authorized users can use to build rules that, when executed, can return a pass or fail indicator, reason code, and/or a computed value.</p> <p>Note: The Rules-based Engine will allow authorized users with the ability to provide the Application with a majority of the Statute requirements around enforcement.</p>		
Rules Engine	102	The Rules Engine must be capable of utilizing all database elements needed by a rule to determine if campaign finance statutes or rules have been violated.		
Searching	103	The Application shall allow Basic searches using commonly used criteria categories and allow the user to perform an Advanced search which expands the criteria categories.		
Searching	104	The Application shall allow columnar search results to be sorted in ascending or descending order by the user clicking the column header of the column to be used for sorting.		

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Searching	105	<p>The Application shall allow a search for <u>Candidates</u> based upon one or more of the following data items as search criteria:</p> <ul style="list-style-type: none"> • Candidate ID (exact match) • Last Name (wildcard capability) • First Name (wildcard capability) • Jurisdiction (drop down selection) • Office (drop down selection) • District (drop down selection) • Expenditures by Amount Range 		
Searching	106	<p>The Application shall allow a search for <u>Committees</u> based upon one or more of the following data items as search criteria:</p> <ul style="list-style-type: none"> • Name (wildcard capability) • Committee ID (exact match) • Type (drop down selection) • Registered Agent (wildcard capability) • Jurisdiction (drop down selection) • Office (drop down selection) • District (drop down selection) • Purpose (wildcard capability) • Contributions by Amount Range • Expenditures by Amount Range • Loans by Original Amount Range • Loans by Balance Amount Range 		
Searching	107	<p>The Application shall allow a search for <u>Contributions</u> based upon one or more of the following data items as search criteria:</p> <ul style="list-style-type: none"> • Contributor Last Name (wildcard capability) • Amount Low Range (exact) • Amount High Range (exact) • Begin Date (exact) • End Date (exact) • Recipient Committee Name (wildcard capab.) 		

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Searching	108	<p>The Application shall allow a search for <u>Expenditures</u> based upon one or more of the following data items as search criteria:</p> <ul style="list-style-type: none"> • Payee Name (wildcard capability) • Amount Low Range (exact) • Amount High Range (exact) • Begin Date (exact) • End Date (exact) • Payer Name (wildcard capability) 		
Searching	109	<p>The Application shall allow a search for <u>Independent Expenditures</u> based upon one or more of the following data items as search criteria:</p> <ul style="list-style-type: none"> • Candidate Last Name (wildcard capability) • Begin Date (exact) • End Date (exact) <p>OR</p> <ul style="list-style-type: none"> • Jurisdiction (drop down selection) • Office (drop down selection) • District (drop down selection) • Election Cycle (drop down selection) 		
Searching	110	<p>The Application shall allow a search for <u>Electioneering Reports</u> based upon one or more of the following data items as search criteria:</p> <p>By Report Filer</p> <ul style="list-style-type: none"> • Report Filer Last Name or Entity Name (wildcard capability) • Report Filer First Name if individual (wildcard capability) <p>OR</p> <p>By Candidate</p> <ul style="list-style-type: none"> • Candidate Last Name (wildcard capability) • Candidate First Name (wildcard capability) <p>OR</p> <p>By Contributor</p> <ul style="list-style-type: none"> • Organization Name (wildcard capability) • Contributor Last Name or Entity Name (wildcard capability) • Contributor First Name if individual (wildcard capability) 		

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Searching	111	<p>The Application shall allow a search for <u>Major Contributors</u> based upon one or more of the following data items as search criteria:</p> <ul style="list-style-type: none"> • Recipient Committee Name (wildcard capab.) • Contributor Last Name or Entity name (wildcard capability) • Election Cycle (drop down selection) • Jurisdiction (drop down selection) 		
Searching	112	<p>The Application shall allow a search for <u>Registered Agents</u> based upon one or more of the following data items as search criteria:</p> <ul style="list-style-type: none"> • Last Name (wildcard capability) • First Name (wildcard capability) 		
Searching	113	<p>The Application shall allow a search for <u>Political Race History</u> based upon all the following data items as search criteria:</p> <ul style="list-style-type: none"> • Election Cycle (drop down selection) • Jurisdiction (drop down selection) • Office (drop down selection) • District (drop down selection, if needed) <p>The search results for Political Race History shall contain:</p> <ul style="list-style-type: none"> • The search criteria • The name of each candidate in the race • Contribution total for each candidate • Expenditure total for each candidate • Loan original amount total for each candidate • Loan balance amount for each candidate 		

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Searching	114	<p>The Application shall allow a search for <u>Documents and Manual Filings</u> based upon one or more of the following data items as search criteria:</p> <ul style="list-style-type: none"> • Candidate Last Name (wildcard capability) • Candidate First Name (wildcard capability) • Committee Name (wildcard capability) • Document ID Number (exact) • Document Category Type (drop down) • Begin Date (exact) • End Date (exact) <p>Note: Must enter, at a minimum, Candidate Last Name, Committee Name, Document ID or Document Category Type. If Document Category Type only is used, then Begin and End Date required.</p>		
Searching	115	<p>The Application drop down boxes for Offices and Districts will be limited to the values associated with the next higher level.</p> <p>For example, once a Jurisdiction is chosen, the Office drop down should only show Offices associated with the chosen Jurisdiction. Likewise, once an Office is chosen, the District drop down should only show Districts associated with the previously chosen Jurisdiction and Office.</p> <p>This should be applicable throughout the Application, not just Searching.</p>		
Security	116	Individual User level authentication for access to the system must be provided.		
Security	117	The Application shall have a mechanism to deter fraudulent usage of campaign finance data for mailing list purposes. For example, the use of a “salt” that would result in the owner of contact information being alerted if their data is being used wrongfully by another party.		

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Security	118	The Application must provide the ability for an authorized user to initiate a process to assign a User ID and Temporary Password to a new user and notify the new user of the assignment.		
Security	119	The Application must have a mechanism to limit the time that a Temporary Password is valid.		
Security	120	The Application must have the ability for an authorized user to change their Password and to then notify that user by email that there Password was changed.		
Security	121	The Application must have the ability to associate a unique email address with each unique User ID. Note: The user's email address will be used for communicating Temporary Passwords.		
Security	122	The Application must have the ability for an authorized user to terminate a User ID.		
Security	123	The Application must have the ability to inactivate a user's Password if the user has not logged into the Application in a specified number of days since the current Password was assigned.		
Security	124	The Application must have the ability to restrict user authority to a particular jurisdiction.		
Security	125	Group level authentication to restrict access to specific functionality within the system must be provided.		
Security	126	Authorized users must have the ability to cause the system to reset a Password and notify the affected user of the change.		
Security	127	The System must provide access security to enable/disable inquire, add, modify and delete capability for specific users.		

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Support	128	The Contractor shall provide Warranty period Support from Implementation Rollout through October 2009.		
Support	129	The Contractor shall provide Annual Application Support with staff availability between 8am and 5pm, Mountain Time, Monday through Friday, excluding holidays, including a toll-free number for reaching Application Support staff.		
Support	130	The Contractor shall provide Annual Maintenance Support.		
Support	131	The Contractor shall provide Annual Operations Support.		
Support	132	The Contractor shall provide Annual Application Development Support on an as needed basis, billable on an hourly basis.		
Ticklers	133	The Application must have a tickler feature that triggers an event based upon some other event occurring (e.g., past due report, certain number of days passing without a required action occurring). The triggered event could be a report entry, email message, assigned task, etc.		
Training	134	The Contractor shall provide Application classroom training to accommodate sixty-four (64) County Clerk representatives and ten (10) CDOS personnel. This training will be conducted at the CDOS office and at three regional locations throughout Colorado. This training shall be conducted within a 60-day period prior to Implementation Rollout.		

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Training	135	The Contractor shall provide Application classroom training to accommodate four-hundred (400) Committee agents. This training will be conducted at the CDOS office and at three regional locations throughout Colorado. This training shall be conducted within a 60-day period prior to Implementation Rollout.		
Training	136	The Contractor shall provide training, in the System's Database structure, for two (2) CDOS database administrators in order to convey the knowledge needed to generate custom database queries. This training will be conducted as part of the onsite Warranty Period support.		
Training	137	The Contractor will provide all training materials to training participants and the training materials will be kept by the training participant.		
Usability	138	The Application must comply with the accessibility standards for electronic and information technology covered by Section 508 of the Rehabilitation Act Amendments of 1998.		
Usability	139	The Application shall include a Help feature that allows access to topics by table of contents, index or search keyword.		
Usability	140	The Application shall include access to screen level user help (popup or second browser instance) from each screen (webpage).		
Usability	141	The Campaign Finance website shall contain access to Frequently Asked Questions, User Documentation, Search Help Guides, and Canned (pre-written, often used) Reports.		

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Usability	142	The Application must provide a “Confirm” feature when performing deletes. The capability to disable the feature for specific delete functions shall be available.		
Usability	143	The Application must allow a mechanism to specify mandatory data entry fields.		
Usability	144	The Application must allow the user to define default values for certain screen fields.		
Usability	145	The Application must automatically insert delimiting characters for fields that have a mask (e.g., slashes and hyphens).		
Web	146	The Application must be web-enabled for all users, including CDOS and County users, candidates, committees and the public.		
Web	147	The Application shall provide Web access to transaction detail until the data are archived.		

State of Colorado

Department of State

Campaign Finance RFP # CDOS-CF-08-01

Appendix C

Cost Proposal Spreadsheet

RFP # CDOS-CF-08-01
Appendix C
Hardware Cost Table

1.0 Hardware Cost Table					
Description	Make	Model	# of Units	Cost / Unit	Total Cost
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
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				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
TOTAL HARDWARE					\$ -

RFP # CDOS-CF-08-01
Appendix C
Software Cost Table

2.0 Software Cost Table				
Description	Version	# of Units	Cost / Unit	Total Cost
Base COTS Campaign Finance Application Software			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
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			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL SOFTWARE				\$ -

RFP # CDOS-CF-08-01
Appendix C
Project Labor Cost Table

3.0 Project Labor Cost Table	
Description	Total Cost
Project Management	
	\$ -
	\$ -
	\$ -
	\$ -
Project Management Total	\$ -
Customization (Show Requirement ID(s) and short description)	
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Customization Total	\$ -

RFP # CDOS-CF-08-01
Appendix C
Project Labor Cost Table

3.0 Project Labor Cost Table	
Description	Total Cost
Conversion	
	\$ -
	\$ -
	\$ -
	\$ -
Conversion Total	\$ -
Training (training travel addressed in 5.0 Miscellaneous Cost Table)	
64 County Users (4 classes, 16 per class)	\$ -
10 CDOS Users (1 class, 10 per class - Application and UAT training)	\$ -
400 Committee Agents (20 classes, 20 per class)	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Training Total	\$ -
Testing	
	\$ -
	\$ -
	\$ -
	\$ -
Testing Total	\$ -

RFP # CDOS-CF-08-01
Appendix C
Project Labor Cost Table

3.0 Project Labor Cost Table	
Description	Total Cost
<i>Implementation / Installation / Configuration</i>	
	\$ -
	\$ -
	\$ -
	\$ -
<i>Implementation / Installation / Configuration Total</i>	\$ -
<i>Other</i>	
	\$ -
	\$ -
	\$ -
	\$ -
<i>Other Total</i>	\$ -
TOTAL PROJECT LABOR	\$ -

RFP # CDOS-CF-08-01
Appendix C
Post-Implementation Support Cost Table

Post-Implementation Support Cost Table					
Support Category	Warranty Period	Post-Warranty Years 1 & 2	Post-Warranty Year 3	Post-Warranty Year 4	Total
Warranty	\$ -				\$ -
Operations Support		\$ -	\$ -	\$ -	\$ -
Maintenance Support		\$ -	\$ -	\$ -	\$ -
Application Support		\$ -	\$ -	\$ -	\$ -
SUPPORT SUB-TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -

Note: The CDOS requests a Warranty Period that runs from the date of Implementation Rollout through the end of October 2009. This is because the first major Reporting Period due date for 2009, that includes County reporting, occurs in October 2009.

Note: Any Application software license fees, if applicable, shall be included in the Warranty and/or Application Support cells above and explained here or in an attachment to this section.

RFP # CDOS-CF-08-01
Appendix C
Miscellaneous Cost Table

5.0 Miscellaneous Cost Table		
Item	Description	Total Cost
Documentation		\$ -
Non-Training Travel		\$ -
Training Travel		\$ -
Escrow Agent		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
TOTAL MISCELLANEOUS		\$ -

Note: Training Travel should be calculated based upon the following assumptions for bidding purposes:
 Grand Junction, Colorado (5 classes)
 Alamosa, Colorado (5 classes)
 Pueblo, Colorado (5 classes)
 Denver, Colorado (10 classes)
 Assume non-Denver classes will be held in consecutive days, thus requiring only one trip to the location.
 The training plan deliverable will finalize actual locations and class numbers.

RFP # CDOS-CF-08-01
Appendix C
Hourly Rate Cost Table

[illegible]

RFP # CDOS-CF-08-01
Appendix C
Total Cost Table

7.0 Total Cost Table	
Item	Total Cost
1.0 Hardware Cost Total	\$ -
2.0 Software Cost Total	\$ -
3.0 Project Labor Cost Total	\$ -
4.0 Post-Implementation Support Cost Total	\$ -
5.0 Miscellaneous Cost Total	\$ -
GRAND TOTAL	\$ -

State of Colorado

Department of State



Campaign Finance RFP # CDOS-CF-08-01

Appendix D

Statement of Work

Colorado Campaign Finance System

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Purpose

- A. This Campaign Finance Statement of Work (“SOW”) shall set forth the duties of the Contractor and the State. Duties that are the responsibility of the State will be clearly delineated; otherwise the duties are the responsibility of the Contractor. For the purposes of this SOW, the term State may refer to the Colorado Department of State (CDOS), other Colorado entities that utilize the Campaign Finance system, or any vendor utilized by CDOS other than the Contractor.
- B. This SOW defines the scope of work to be completed in successfully delivering a new Campaign Finance system to the State.
- C. This SOW defines each project deliverable, including the purpose of the deliverable, whether or not it can be updated after delivery, and deliverable content specifications.
- D. This SOW defines a process whereby the Contractor and State can re-confirm deliverable expectations prior to the deliverable being presented to the State. This process is facilitated through a Deliverable Expectation Document (DED), described later in this SOW.

Scope

- A. The scope of this project is to implement a web-based Campaign Finance system that fully complies with all applicable State laws, CDOS rules, and the technical and business requirements of the State.
- B. In general, the system will:
 - 1. Comply with all State campaign finance laws (Colorado Constitution Article XXVIII and Colorado Revised Statutes Title 1, Article 45);
 - 2. Comply with CDOS campaign finance rules (8 CCR 1505-6);
 - 3. Protect campaign finance data from unauthorized access or manipulation;
 - 4. Enable State and County election officials to administer efficient and accurate collection and reporting of campaign finance data (e.g., registration data, contributions, expenditures/spending, loans, candidate financial disclosures);
 - 5. Provide an efficient and accurate mechanism for entry of campaign finance data by State, County and Committee personnel/vendors;
 - 6. Provide an audit capability to detect campaign finance violations and administer a fair and accurate penalty notification, assessment and tracking process; and

7. Provide an efficient, robust and versatile query feature for State, County, Candidate, Committee and Public access for viewing and analyzing campaign finance data.
- C. The Contractor is to configure, customize, test, implement and support a campaign finance software system that fully complies with State requirements.

Project Schedule and Location

The Contractor shall complete Deliverables and Milestones according to a State and Contractor agreed upon price and schedule that will be documented in Exhibit B - Payment and Delivery Schedule of the campaign finance contract. The Campaign Finance project will be headquartered in office space in downtown Denver, Colorado at [To Be Determined]. Campaign Finance software customization efforts will be conducted by the Contractor at a site in [To Be Determined]. Data Center Hosting is planned to be provided at a State data center.

Deliverable: Deliverable Expectation Document (DED)

Purpose: For all deliverables to be provided to the State under the Contract, the Contractor shall provide a Deliverable Expectation Document (DED) in advance. In conjunction, the Contractor and State will meet to discuss the DED. The State and the Contractor will have 5 working days to finalize each DED. Once a DED is reviewed and State approved, the Contractor shall then prepare and submit a draft deliverable document for State review and approval. With State approval, the Contractor will prepare the final document, which must include one (1) original and one (1) softcopy file. State shall have ten (10) working days, unless otherwise agreed upon, to review and approve each draft and final document or, if not approved, to provide a report documenting why the deliverable is not acceptable.

The Vendor shall provide its own computer hardware and software for communications and deliverable preparation during the project engagement. Microsoft Office and Microsoft Project shall be used to generate deliverables, unless otherwise agreed to by the CDOS.

Updated: Conditional. A deliverable DED will be updated by the Contractor if the State, following review, requires changes.

Specification: This deliverable will consist of but is not limited to:

- a. Deliverable title
- b. Deliverable due date
- c. Deliverable purpose

- d. Deliverable successor and predecessor deliverables
- e. DED review meeting date
- f. DED review meeting attendees
- g. State resources required for State approval
- h. Estimated deliverable completion date
- i. Matrix of specific deliverable content
 - i. Deliverable section number
 - ii. Deliverable section description
 - iii. Deliverable section description update
 - iv. Deliverable section status comments

Track 1: Project Management

Deliverable: Project Plan

Purpose: The Project Plan is the plan created within the first 30 days of the project and is the overall guiding document for the project. It outlines the project's objectives, parties involved in project planning and execution, the overall timeframe for the project, and the delivery strategy for the project. The Project Plan contains individual sub-plans that address key aspects of the project, as outlined below.

Updated: Yes. The Project Schedule deliverable will be updated at a minimum of monthly or more frequently if appropriate to address changes to the project. Issue and Risk Tracking matrices will be updated as modifications and additions occur.

Specification: This deliverable will consist of but is not limited to:

- a. **Project Schedule** - The Project Schedule must be maintained in a version of Microsoft Project (as coordinated with the State). The Project Schedule must include separate tasks for each activity and milestone; logical sequence and interdependencies, including those with State and Contractor tasks; resource requirements and assignments; target completion dates for each task and deliverable; and identification of and compliance with deadlines and milestones.

It must contain the following columns at a minimum:

- i. Task ID
- ii. Task Name
- iii. Duration/Work Effort
- iv. Assigned Contractor and State resources
- v. Estimate to Complete Percent
- vi. Planned and Actual Start Date
- vii. Planned and Actual End Date

- b. **Project Measurement Plan** - The Project Measurement Plan outlines the project metrics the Contractor will use in reporting and making informed decisions to promote quality, productivity, and process improvement. The Contractor will provide the project metrics and tools to the project team in documentation or presentation format. The Measurement Plan helps ensure the defined project metrics are aligned to business and program objectives and the project metrics are implemented in an organized and planned approach.

Elements include:

- i. The roles and responsibilities of the Contractor and State team members

- ii. Plan and process dependencies
 - iii. Project quality and process performance objectives
 - iv. A description of the project metrics selection
 - v. A detailed description of the metrics to be collected and the process that will be used to collect project and performance metrics. Metrics shall include project progress relative to budget/time/resources expended/projected.
 - vi. A description of any training required to implement the metrics
 - vii. Project status PowerPoint presentation by tracks
- c. **Change Control Plan** - The Change Control Plan addresses the Change Request (CR) Management Process. An example of a CR is a defect that is recorded as a discrepancy found between actual and expected test results. A CR can also be a request for changes to the existing baseline of the system. A CR needs to be authorized since it may involve baseline changes to scope, cost, schedule, resources, acceptance criteria, method of delivery, documentation, or quality.

Any major changes or any additions/deletions to the RFP requirements that surface in the requirements clarification and verification sessions (a.k.a. Joint Application Design or JAD sessions) for gap analysis (determining the difference between CDOS requirements and the Vendor application capabilities) will be handled through the change control process and tracked using an industry standard tool that is accessible by both the State and Contractor. Clarifications to the requirements identified in the RFP are not considered major and are not subject to a change request.

Once the baseline requirements are established from the GAP Analysis process, any further changes to the requirements or scope will be considered a Change and worked through Change Requests. All Change Requests shall be documented regardless of whether they are initiated by the Contractor or by the State. A graded approach decision process for handling a CR will be established. All changes to the system must be reflected in the documentation. All change tracking documents shall be retained, including those that the State does not approve. The change shall be initiated by a request that provides details of the change. The change request shall include time and dollar estimates prepared by the Contractor. A Campaign Finance Change Control Board comprised of State stakeholders must evaluate all change requests for approval or disapproval. The Change Control Board will set the priority of the CR. If the Change Control Board cannot reach consensus, the Campaign Finance Steering Committee has final authority.

Elements include:

- i. A description of the change control process and its purpose
- ii. The creation of a “graded approach” system for ranking/prioritizing changes

- iii. The roles and responsibilities of the Contractor and State team members affected by the Change Control Plan
- iv. A description of the processes and tasks required for the Change Control process including a process flow chart and corresponding text (purpose, description, input, outputs and agents)
- v. A description of the criteria to be met for resolution or closure of a defect / bug or CR

The Contractor must design a change request form that includes:

- i. A description of the change
- ii. Control Numbering
- iii. Priority
- iv. Date Submitted
- v. Date Completed
- vi. Proposed cost of the change (positive or negative amount)
- vii. Estimated impact on the project schedule
- viii. Impact on application if change is made
- ix. Impact on application if change is not made
- x. Approval line for Contractor Project Manager
- xi. Approval line for CDOS Project Manager
- xii. Approval line for CDOS Special Projects Coordinator
- xiii. Approval line for CDOS CIO

- d. **Configuration Management Plan** - The Configuration Management Plan establishes a sound configuration management approach that maintains the integrity of the Campaign Finance project's hardware, software, requirements and documentation. It provides traceability for changes incorporated.

Elements include:

- i. A description of the purpose and objectives of the Configuration Management Plan
- ii. The roles and responsibilities of the Contractor and State team members affected by the Configuration Management Plan
- iii. A detailed definition of Configuration Items (CI) and the processes used for varying types of CIs
- iv. Baseline and library management of CIs
- v. A description of requirements will be tied to CIs and managed throughout the project
- vi. A description of the configuration audit process
- vii. A description of the Configuration Management Reporting process and requirements
- viii. A description of the migration process of CIs from environments
- ix. A list of the milestones used to gauge progress of the configuration effort
- x. A list of any tools used to manage CIs and requirements
- xi. A description of any metrics used to monitor the progress of configuration management

- xii. A description of the recovery and backup procedures surrounding the CIs
- e. **Risk Management Plan** - The Risk Management Plan describes the process of recording, tracking, and mitigating risks that may result in issues that affect the Campaign Finance project. Risks are situations that could occur and, if they do, would have an impact on the project.

The Contractor shall parallel its Risk Management Plan after the State Campaign Finance project manager's plan which is based on the PMI (PMBOK) industry standard. This is necessary to allow comparison of risks across each of the project oversight areas. The Probability and Impact levels shall match the Campaign Finance PM scales.

The Contractor shall proactively identify risks to the project, make recommendations to prevent and/or reduce risks, identify causes of any missed deadlines, and monitor status of corrective actions / risk intervention strategies.

The Contractor will work with the State to perform quarterly external environmental scans to determine how changes in the external environment may impact the project. These changes may include, but are not limited to, changes in regulations, laws, and budgets. The Contractor may also bring additional information as gathered from other projects/states to the attention of the State and provide support to implement any project changes if needed as a result of such information.

Elements include:

- i. A description of the objectives of the Risk Management Plan
- ii. A list of the roles and responsibilities associated with implementing the Risk Management Plan
- iii. A list of the project stakeholders
- iv. A list of the plan and / or process dependencies
- v. A detailed description of the Risk Management process including identifying, tracking and mitigating risks
- vi. A description of the project metrics applied to Risk Management
- vii. A risk tracking matrix in Microsoft Excel containing:
 - 1. Risk Area
 - 2. Risk Impact (high, medium, low)
 - 3. Risk Probability (high, medium, low)
 - 4. Risk Realized (yes, no)
 - 5. Mitigation Strategy
 - 6. Actions Taken
 - 7. Mitigation Status (on schedule, behind schedule, complete)
 - 8. Risk Owner

- f. **Issue Management Plan** - The Issue Management Plan describes the process of recording, tracking and resolving issues that are impacting the project. Issues are problems that involve a choice between two or more alternatives for a decision critical to meeting the project schedule.

The Contractor shall be responsible for early identification, tracking, managing and communication of problems and issues associated with execution of the project. The primary areas of ongoing focus shall include, but not be limited to: adherence to schedule (time) and reasonableness of staffing assumptions (people).

Elements include:

- i. A description of the objectives of the Issue Management Plan
- ii. A list of the roles and responsibilities associated with implementing the Issue Management Plan
- iii. A description of the criteria needed to identify an Issue
- iv. A description of the process for identifying, tracking and communicating status on Issues
- v. A description of the criteria needed to resolve an Issue
- vi. An Issue tracking matrix in Microsoft Excel or Word containing:
 1. Issue Area
 2. Issue Impact
 3. Resolution
 4. Deliverable(s) Affected
 5. Actions Taken
 6. Status (on schedule, behind schedule, complete)
 7. Date of Issue
 8. Target Date for Resolution
 9. Date of Resolution
 10. Issue Owner
 11. Individual(s) responsible for resolution

- g. **Quality Management Plan** - The Quality Management Plan explains the activities the Campaign Finance project team will perform to help ensure that quality is built into project tasks.

Elements include:

- i. A description of the purpose of the Quality Plan
- ii. A description of roles and responsibilities of the team members implementing the Quality Management Plan
- iii. A list of the plan stakeholders
- iv. A list of plan and / or process dependencies
- v. A description of the verification process, including monitoring, control and communication of status and issues
- vi. A description of the process for validating quality efforts and the acceptance criteria. State and Contractor will mutually agree early in the project to the criteria for setting defect levels.

- vii. A detailed description of the quality review process
 - viii. A description of the process of performing quality reviews and gauging project team members satisfaction and performance
 - ix. A description of the milestones to be reached during implementation of the Quality Management Plan. This will be related back to the Statement of Work, Contract and Payment Schedule.
 - x. A description of quality metrics used to monitor the Quality Management Plan and assess State satisfaction
 - xi. A reference to, or the inclusion of, Contractor's COTS Software Quality Assurance Plan (SQAP)
- h. **Staffing Plan** - The Staffing Plan describes the roles and responsibilities of each Contractor and State team position in the Campaign Finance Project Organization chart as well as the planned hours per month for each Contractor team resource.

The plan must state that the Vendor's Project Manager shall be available by telephone during Mountain Time business hours and respond to a CDOS inquiry within one business day.

Elements include:

- i. A list of Contractor team members and their titles
- ii. A list of State team members and their titles
- iii. A description of the Contractor team member's role and responsibilities on the Campaign Finance project
- iv. A description of the State team member's role and responsibilities on the Campaign Finance project.
- v. A table in Microsoft Excel with expected hours per month per Contractor resource for project duration. The table should also identify start and end dates for each Contractor resource

The success of the Project Plan creation effort is a key indicator of overall project success. The State, per contract Section 24 and in its sole discretion, reserves the right to terminate the contract if an approved Project Plan is not created in a timely manner.

Deliverable: Status Reports

Purpose: The Contractor shall prepare project status reports that summarize key information related to the status and health of the project. Status reports will be tactical in nature. Status reporting meetings will be held weekly unless otherwise changed by the State Campaign Finance PM.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. Executive summary on technical, business, and schedule aspects
- b. Progress (actual vs. planned)
- c. Accomplishments
- d. Schedules
- e. Risks
- f. Issues and concerns
- g. Staffing
- h. Outside influences
- i. Snapshot of the established project metrics
- j. Change Requests
- k. Defects / Bugs
- l. Current release and planned release schedule.
- m. Weekly Meetings – The Contractor shall review project milestones and deliverables with State project manager and other interested State persons and report both positive features of the work completed as well as areas of technical or business risk
- n. Monthly Meetings – The Contractor project management team will meet monthly with the State team to review progress and discuss the next reporting period's strategy
- o. Quarterly Meetings – The Contractor project management and leadership team will meet quarterly with the State team to review progress

Deliverable: Project Website

Purpose: The Contractor shall provide and maintain a project website for internal and external stakeholders.

Updated: Yes. This deliverable will be updated with State approval if changes occur.

Specification: The website must have individual logins for each stakeholder. The information visible to each user must be definable by the site administrator. Roles and access levels will be assigned by the State.

This web site will consist of but is not limited to:

- a. Up-to-date project information and status
- b. Contact List
- c. Calendar (Internal / External)
- d. Project Metrics
- e. Issues
- f. Risks
- g. Project Documents (Plans, Schedules)
- h. Newsletters

- i. Links to other pertinent site(s)
- j. Frequently Asked Questions and Answers
- k. PM Status Reports
- l. Quality Assurance and Testing artifacts
- m. File repository
- n. Reports
- o. Conversion information

Deliverable: Test Strategy Plan

Purpose: This deliverable includes an overview of the objectives of each testing phase (e.g., unit/module, network/communication, performance, load, full integration, user acceptance, system and security), the processes employed to control the test effort, test scenarios, scripts, conditions as well as resources, schedule, tools, and environments.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. An overview of the objectives of each test phase
- b. Verification and validation techniques
- c. A description of the processes employed to control the test effort
- d. A list of roles and responsibilities for Campaign Finance team members
- e. A high level test schedule
- f. A list of the testing tools employed
- g. A description of the testing environments
- h. Installation and performance test plans that include:
 - i. Load and stress testing of the production hardware
 - ii. Testing of the network linking all system components
 - iii. Testing of the security established for the system
 - iv. Testing of the recovery procedures established for the system
 - v. Testing of the system response time for various common user activities
- i. A user verification testing plan that includes:
 - i. An outline of the State's UAT plan
 - ii. Description of Contractor's quality assurance, configuration management and version control
 - iii. Functions developed to validate data conversion with evidence of approval from State
 - iv. Proposed system test plans including test cases and business scenarios developed with input from State

Deliverable: System Test Plan

Purpose: To document the processes and tasks necessary to complete System and performance/security testing. The Contractor shall provide a framework for performing repeatable verification testing.

Updated: Yes. This deliverable will be updated with State approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. The most recent version of the System Test Plan, updated with any changes to the approach identified after execution of the previous version, if necessary
- b. System test scripts, script inventory, schedule and expected results
- c. Performance and security test scripts, script inventory, schedule and expected results
- d. The application requirements deliverable to include mapping of requirements to System Test Scripts
- e. Regression Test plan for impacted functionality

Deliverable: User Acceptance Test Plan

Purpose: To document the processes and tasks necessary to complete the User Acceptance Test (UAT) Process.

Updated: Yes. This deliverable will be updated with State approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. A description of Contractor's involvement as required by the State
- b. Contractor's Help Desk personnel support process
- c. Contractor's programming staff support process to ensure quick turnaround on issues
- d. Contractor's data load and re-load support process
- e. Contractor's server and peripheral support process
- f. A description of State's involvement in UAT
- g. UAT test scenarios and scripts created by State with support from Contractor

Deliverable: Organizational Change Management Plan

Purpose: The Organizational Change Management Plan defines changes in job functions, employee workloads and business processes. The Campaign Finance project does not require change across the entire organization; however, changes impacting campaign finance stakeholders shall be managed and efficiently implemented by following this plan.

Updated: Yes. This deliverable will be updated with State approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. List and description of stakeholders
- b. Corresponding communication strategies for each stakeholder group
- c. The key messages each stakeholder group should receive
- d. The communication development, review, and delivery process
- e. The targets, timelines and methods for delivering the messages
- f. A reference to training activities necessary to facilitate change
- g. Modified job descriptions to address process changes
- h. Primary roles and responsibilities of Contractor and State Campaign Finance team members having Change Management responsibilities

Deliverable: Training Plan

Purpose: The Training Plan deliverable includes the approach, preliminary schedule, and training design for training State, County, Candidate and Committee users and providing onsite support during the testing phases and the Implementation Rollout.

A refresher training session required on a case by case basis for specific groups to ensure successful implementation will be provided by the Contractor.

The Contractor will provide training to CDOS technical personnel for application software and database structure knowledge to facilitate CDOS creation of ad-hoc queries.

Updated: Yes. This deliverable will be updated with State approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. A description of the training approach and the responsibilities of Campaign Finance project team members. This section details the Contractor's training approach and provides a bulleted summary of both Contractor and State staff responsibilities
- b. A preliminary listing and description of delivered training topics and modules with an indicator showing the training modules to be updated for Colorado by type of application functionality
- c. For the modules to be customized from the base application, a preliminary list outlining the changes to be made to the training curriculum by type of application functionality
- d. A definition of the training scope, audience, objectives, approach, and development timelines, which maps Campaign Finance functions to business processes. The training audience is broken into three areas: State, County and Candidates/Committees
- e. A preliminary training and onsite support schedule for target audiences based on the logical sequence of how the content should be delivered, availability of the participants and deployment timing, and training locations
- f. Training Materials will be specific to Colorado
- g. Training will be provided in four (4) regions of the State

Deliverable: System Acceptance Criteria

Purpose: The System Acceptance Criteria deliverable will document the specific and measurable criteria to be evaluated for system acceptance purposes, after the Campaign Finance implementation. State will use this deliverable after the Campaign Finance Implementation Rollout as a checklist to determine if the system shall be accepted.

Updated: Yes. This deliverable will be updated with State approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. Description of the process that will be performed once the system has been implemented to determine acceptance, including dates and names of Contractor and State staff who will participate in the process
- b. A list of the specific criteria needed to be met by the Campaign Finance project after implementation for State to accept the system including:
 - i. System Quality Level (defects / bugs)
 - ii. Training
 - iii. Help Desk
 - iv. Documentation
 - v. Security Testing
 - vi. Disaster recovery test

- vii. Submission of a project report for acceptance

Deliverable: Security Plan

Purpose: The Security Plan provides guidance to the project team to make sure application security will be addressed throughout the project's entire lifecycle, including a complete description of how Colorado data will be protected while in the hands of the Contractor.

Updated: Yes. This deliverable will be updated with State approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. Threat security model
- b. Token administration and implementation
- c. A high-level description of six (6) main layers of security, including:
 - i. Physical Security (State Data Center will provide)
 - ii. Network Security (State Data Center will provide)
 - iii. Application Security
 - iv. Data Security
 - v. Perimeter Security (State Data Center will provide)
 - vi. Host Security

Note: The focus shall be on the intended purposes of each layer and will describe the components to be deployed and documented in the Campaign Finance Installation and Configuration guide.

- d. A description of security risks, concerns and mitigation strategies. This section will be a "point in time" list or table of security risks
- e. Roles and responsibilities for Contractor and State staff throughout the project life cycle related to security. This section will be a table listing the security roles and responsibilities to support security as described in this deliverable throughout the project life cycle. The columns included in the table will be roles (e.g., Database Administrator, System Administrator) and corresponding responsibilities
- f. A list of tools used to apply and maintain the security architecture. This section will be a table listing security tools or services used in the Campaign Finance solution. The table will list the name of the tool, a description of the tool and a description of how it is used in Campaign Finance
- g. A list of Campaign Finance User Profiles required during population of Campaign Finance application security profiles. This section will be a table listing the user roles and the relevant security attributes required for each role
- h. A description of the security measures that will be used when the Colorado legacy data is being used. This should include the security on the servers used for development and quality assurance that may be housed in the Contractor's company location

- i. A description of how the Contractor will guarantee the independence of the State operations from other customers within the development servers
- j. The plan should address the following items at a high-level
 - i. Encrypted communication
 - ii. User authentication
 - iii. Transaction logging
 - iv. Secure clients
 - v. Server firewalls
 - vi. Intrusion detection and reporting
 - vii. Intrusion isolation, detection and recovery
 - viii. Password management and automatic expiration
 - ix. Documented policies
 - x. Network and security diagram (State Data Center will provide)
 - xi. Physical security (State Data Center will provide)
 - xii. Role-based security at all levels
 - xiii. Any additional security measures needed

Track 2: Software Customization

Deliverable: COTS Campaign Finance Application Software

Purpose: The core software is required early in the project to facilitate JAD sessions, testing script development and end user training.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. The Contractor shall install the executable code for the core COTS application software prior to Colorado specific modifications. The COTS code and all other software necessary for execution will be installed on the Colorado Campaign Finance Test server
- b. The Contractor will provide a CD containing the compiled Campaign Finance software
- c. The Contractor will provide the Campaign Finance application software source code to a mutually agreed to Escrow service only to be released to the CDOS under certain contractually stated situations.

Deliverable: Application Requirements

Purpose: This document captures the Campaign Finance requirements and is created in table form in Microsoft Excel or Word. Once State approved, this deliverable drives the design, testing, and implementation of the customized State campaign finance system. The initial version of the Campaign Finance application requirements will be the Technical and Business Requirements Matrices provided in RFP # CDOS-CF-08-01 with any modifications made as a result of Contractor's proposal and contract negotiations between the State and Contractor.

Updated: Yes. This deliverable will be updated with State approval when changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. Technical and Business Requirements Matrices that contain the following information:
 - i. Requirement Number
 - ii. Requirement Description
 - iii. Requirement Clarification
 - iv. Priority (Low, Medium, High)
 - v. Type (Mandatory, Optional)

- vi. Status (Deleted, Pending, Approved)
- vii. Status Date
- viii. Status Comments
- ix. Source
- x. Application Reference
- xi. Test Script Reference
- b. A listing of additional requirements identified during JAD sessions or analysis and review, with a corresponding description of how new requirements will/will not be addressed
- c. All Colorado requirements documented in a mutually agreed upon software tool

Deliverable: Detail Design for Colorado Customizations

Purpose: The Detail Design deliverable contains design details needed by the development team for custom developed processes, screens and reports unique to Colorado. The configuration settings for the Campaign Finance application to support Colorado requirements shall also be included with the designs. The Contractor will conduct Joint Application Development (JAD) sessions with State selected campaign finance stakeholders.

Updated: Yes. This deliverable will be updated with State approval when changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. An inventory of the designs to be included in this deliverable
- b. Application process Detail Designs
- c. Screen Detail Designs (Colorado specific)
 - i. Name and description of the screen
 - ii. Interface layout, including field format, field length, field description, and validation logic
 - iii. Logic description
 - iv. Issues and assumptions
 - v. Business Test conditions
- d. Report Detail Designs (Colorado specific)
 - i. Name and description of the report
 - ii. Report layout, including field format, field length, and field description
 - iii. Logic description
 - iv. Issues and Assumptions
 - v. Business Test conditions
- e. Campaign Finance Configuration items (e.g. code tables, security setup, etc.)
- f. Application Requirements deliverable to include mapping of custom developed report and screen requirements to designs included with this deliverable

Deliverable: Configured Software

Purpose: The configured customized Campaign Finance software and custom developed screens and reports are unit and integration tested. This deliverable signifies the completion of unit and integration testing activities. The Contractor will demonstrate that requirements gathered during JAD sessions are integrated into the software design.

Updated: Conditional. This deliverable will be updated with State approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. The Contractor shall configure and provide the software customized to meet the requirements identified, as approved by State
- b. The Contractor shall install the configured software on the Test server
- c. The Contractor will provide a CD with the compiled Campaign Finance software
- d. An inventory of the custom developed screens and reports
- e. Documentation that the configured Campaign Finance software and custom developed screens and reports were successfully unit and integration tested

Deliverable: System Test Results

Purpose: The System Test deliverable documents the results of the Campaign Finance system test.

Updated: No. However, the System Test may need to be repeated multiple times depending on the volume and severity of discrepancies, as defined in the System Test Plan.

Specification: This deliverable will consist of but is not limited to:

- a. A listing of the system test cycles executed and current status including:
 - i. A description of testing environment
 - ii. Test case and scope description
 - iii. Expected results
 - iv. Actual results
 - v. Identified testers
 - vi. Conclusions as to modifications needed
 - vii. Completed modifications with evidence the necessary test scripts were retested with expected results
- b. A listing of the defect or bugs generated during system test, the resolution date, and resolution description
- c. Outstanding issues and a resolution plan

Deliverable: Training Materials

Purpose: The Training Materials deliverable consists of application training curriculum and materials to support user training on all aspects of the configured campaign finance system.

Updated: Yes. This deliverable will be updated with State approval when changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. An inventory of training curriculum and materials
- b. Campaign Finance training materials
- c. Identification of Contractor's training instructors

Deliverable: Regression and System Test / Production Build

Purpose: The Regression and System Test deliverable documents the results of the Campaign Finance testing for new functionality and is used to deliver the production build.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. A listing of the regression tests executed and current status
- b. A listing of the system test cycles executed and current status
- c. A listing of the defects / bugs generated during system test, the resolution date, and resolution description
- d. Outstanding issues and a resolution plan

Deliverable: Documentation

Purpose: The Contractor shall submit detailed design documents inclusive of all modifications and the Contractor shall create and submit user documents.

The Contractor is responsible for timely (ten (10) business days following State review and approval) upgrades of the existing documentation, so that documentation reflects all approved changes. As modifications are made that affect the original documentation (e.g., requirements, process decomposition, business rules, data flow, manuals), that documentation shall be upgraded to reflect what has actually been delivered.

Documentation must be provided for the users that will explain how the application works. This documentation must be written in layman terms and clearly explain how to use all Campaign Finance application functionality. The documentation must explain those variables that can be updated by the users.

Updated: Yes. This deliverable will be updated with State approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. Detailed Design Documents
 - i. A data model consistent with latest changes including all data elements, logical relationship and a data model diagram.
 - ii. A definition of system modules including a diagram showing the design of the system and all interfaces
 - iii. A functional hierarchy diagram
 - iv. A description of the application development environment to include the procedures used to build the executable application from source code
- b. User Documents
 - i. User Guides
 - ii. Quick Reference Guides
 - iii. Training Guides
 - iv. Trouble-shooting Documentation
 - v. On-line help
 - vi. Data Mapping and Translation
 - vii. Lessons Learned
 - viii. Other documentation as required

Track 3: Data Migration

The Contractor has primary responsibility for all aspects of the legacy data conversion and migration. State personnel are available to provide assistance in data interpretation, data verification, access to extract data and participate in testing and evaluation of the results. The Contractor will provide all reports, documentation, and information needed for verification and will migrate the converted data to the new Campaign Finance application for verification.

The legacy Campaign Finance data is stored at the CDOS in two systems. Data other than document images are stored in a campaign finance Informix database (refer to Section 3 – Current Environment of the RFP). Document images are stored in a separate application called DocTrack, also in Informix database tables. The Contractor should assume that multiple images exist for each candidate and committee.

The Contractor is responsible for identifying data anomalies that require “data cleansing” activities, both automated and manual. The Contractor will assist users with the needed manual “data cleansing” activities. These “cleansing” activities will ensure that all data is ready for conversion and processing.

The State will be the sole owner of the data that resides in the Campaign Finance application system. No technical characteristic of the system supplied by the Contractor shall prohibit or unreasonably inhibit access to all data in all tables and files in the system provided to the State pursuant to this Statement of Work. It is the intent of the State to be able to query the Campaign Finance database to create one-time or ongoing reports that may be desired subsequent to system implementation.

Deliverable: Data Migration Plan

Purpose: The Data Migration Plan outlines the approach and preliminary schedule for converting data from the State’s legacy Campaign Finance system to the Contractor’s Campaign Finance system.

Updated: Yes. This deliverable will be updated with State approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. A description of the conversion approach and the responsibilities of Contractor and State team members
- b. A description of the conversion schedule, including the timeline for test conversions
- c. A description of the pre-conversion tasks

- d. A description of the process of extracting, cleansing, and loading the data and the roles and responsibilities of the Contractor and State team members during this process
- e. A description of when the application product will be used to review the data
- f. A description of known issues and challenges that should be resolved prior to test conversion
- g. A contingency plan itemizing the risks and mitigation strategies specifically related to conversion activities
- h. A plan for handling ongoing legacy system data entry and any necessity to freeze data entry for a period of time prior to production implementation of the new system
- i. A records retention plan for the reports and artifacts created during the conversion process

Deliverable: Data Migration Detail Design

Purpose: The Data Migration Detail Design illustrates how the data from the legacy systems are extracted, converted, and validated. This plan shall include information regarding the synchronizing of data to ensure there is no lost data as the system is phased in.

The Contractor must provide programs for converting the existing data to the new system. These conversion programs must be unit and system tested by the Contractor prior to having conversion results provided to the State for review.

Updated: Yes. This deliverable will be updated with State approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. A description of the conversion process including roles and responsibilities of Campaign Finance team members (updated from the Data Migration Plan)
- b. An approved list of data mappings with source data to target data specifications, including default values, translation rules and calculations to be applied
 - i. The translation document needs to be in a form that can be used during training and implementation phases as a bridge for users
 - ii. Translations must account for codes and or data fields
- c. A description of validation tests and techniques
- d. A description of validation reports to be produced by the Contractor during conversion
- e. Defined processes for preserving manually entered, newly required data during multiple Data Migration executions
- f. Instructions on how and when to execute the Data Migration process and the validation tasks

Deliverable: Data Migration for System Test Results

Purpose: The Data Migration process moves the legacy Campaign Finance data into the new Campaign Finance system database (test environment). The results will include the various validation reports defined in the Data Migration Detail Design deliverable and a data populated database in the new system.

Updated: Yes. This Data Migration execution will occur more than once, depending upon the frequency and impact of application customization and the occurrence of data conversion errors

Specification: This deliverable will consist of but is not limited to:

- a. Reports and queries generated from the new system showing:
 - i. Contents of all Reference Tables
 - ii. Candidate lists
 - iii. Committee lists
 - iv. Contribution summaries
 - v. Expenditure/Spending summaries
 - vi. Loan lists
 - vii. Other reports as defined in the Data Migration Detail Design deliverable
- b. An updated list of prioritized conversion issues that must be resolved prior to statewide deployment
- c. Data / images available in the new Colorado Campaign Finance application software that is viewable, where applicable, by testing personnel

Deliverable: Data Migration for User Acceptance Test Results

Purpose: The Data Migration for UAT is the final test and evaluation of converted data prior to the production Implementation Rollout. Data will be loaded into the new application by the Contractor and verified by the State by reviewing reports and the production-ready version of the application.

Updated: No, unless an unexpected and unacceptable volume of discrepancies appear.

Specification: This deliverable will consist of but is not limited to:

- a. A report of any identified conversion issues discovered during the Data Migration UAT
- b. A recommended approach to clearing any discrepancies and identification of the responsible party. Examples of the approach might be default values or manual data cleanup
- c. A list of prioritized issues that must be resolved prior to Implementation Rollout

Deliverable: Data Migration to Production Environment

Purpose: Collect data and images from the legacy application and any manually prepared conversion data and migrate it to the production campaign finance environment.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. Final conversion reports as defined in the Data Migration Detail Design
- b. All specified data and images migrated from the legacy system to the new production application database
- c. A signoff by Contractor and State that migrated campaign finance data is ready and available to be used by the new production application

Track 4: Data Centers

Deliverable: Data Centers GAP Analysis

Purpose: The GAP Analysis document measures the proposed State data center sites against the Contractor's data center requirements.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. A GAP analysis of the State's proposed datacenters in the area of infrastructure and security against the Contractor and industry standards
- b. Documented cost of upgrades
- c. Positive features of the datacenters

Deliverable: Technical Architecture Design

Purpose: The Technical Architecture Design describes the physical implementation of the environment/infrastructure in which the Campaign Finance application will execute. This information feeds into the Hardware Procurement Plan & Inventory and Software Inventory deliverables. The design must reflect environments for Production, Development, Test and Training.

Updated: Yes. This deliverable will be updated with State approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. A diagram reflecting the physical connectivity of the Campaign Finance central servers and internet/network components
- b. A diagram reflecting the software installed on each component of the Campaign Finance servers
- c. Hardware security design specification
- d. Software security design specification
- e. System and data backup design
- f. A process for storing backup tapes at an off-site location approved by State
- g. Environmental requirements specification and analysis
- h. Demonstrate that the architecture meets the State's Office of Information Technology (OIT) standards

Deliverable: Hardware Procurement Plan & Inventory

Purpose: This deliverable details the hardware components, specifications and plan for purchasing the components. This document allows the technical architecture team to manage and to track the procurement process for hardware and make sure the correct hardware is ordered, received, verified, and invoiced for the project team.

The Vendor may procure the hardware; however, the CDOS reserves the right to procure hardware independent of the Vendor if it is in the best interest of the CDOS. If the Vendor purchases the hardware, the Vendor will be reimbursed by the State based upon the Payment and Delivery Schedule exhibit to the contract.

Updated: Yes. This deliverable will be updated with State approval if changes occur. For example, this deliverable will be updated as each component is ordered and received to keep the status of purchased Campaign Finance components up-to-date.

Specification: This deliverable will consist of but is not limited to:

- a. The Contractor shall either procure the hardware for the system or provide a complete order for the State to procure consistent with the deliverables as accepted by the State
- b. A description of the hardware procurement process
- c. Primary contact information for the Contractor, State and hardware vendors
- d. A list in Microsoft Excel of hardware items, their associated price, expected delivery date, and actual delivery date. This will be an Excel workbook with multiple columns and sheets defining and summarizing details supporting the hardware procurement process
- e. A complete list of all hardware components including purchase cost and life expectancy timeline. This will be a sheet inside the Excel workbook
- f. All related documentation provided by manufacturer. The Contractor will box and deliver all materials received from the manufacturer
- g. All related warranty and maintenance documentation. The Contractor will box and deliver all materials received from the manufacturer

Deliverable: Software Procurement Plan and Inventory

Purpose: This deliverable details the software components, specifications and plan for purchasing the components. This document allows the technical architecture team to manage and to track the procurement process for software and make sure the correct software is ordered, received, verified, and invoiced for the project team.

The Contractor must monitor technical change such as new versions of the Campaign Finance application software, error detection and corrections, and movement of modules into the production Campaign Finance application environment. The Contractor shall notify State of any issues resulting from this activity.

The Vendor may procure necessary system software; however, the CDOS reserves the right to procure system software independent of the Vendor if it is in the best interest of the CDOS. If the Vendor purchases the system software, the Vendor will be reimbursed by the State based upon the Payment and Delivery Schedule exhibit to the contract.

Updated: Yes. This deliverable will be updated with State approval if changes occur. For example, this deliverable will be updated as each component is ordered and received to keep the status of purchased Campaign Finance components up-to-date.

Specification: This deliverable will consist of but is not limited to:

- a. A description of the software procurement process
- b. Primary contact information for State, Contractor and software vendors
- c. A list in Microsoft Excel of software items and components, their associated price, expected delivery date, and actual delivery date. This will be an Excel workbook with multiple columns and sheets defining and summarizing details supporting the Software procurement process
- d. All related documentation provided by manufacturer. The Contractor will box and deliver all materials received from the manufacturer
- e. All related warranty and maintenance documentation. The Contractor will box and deliver all materials received from the manufacturer
- f. Software that is not less than one version behind the current release at the time of purchase
- g. Software licenses with the CDOS listed as owner
- h. Evidence in writing of State approval of the purchase prior to making the purchase

Deliverable: Hardware Installation

Purpose: Complete the installation and configuration of the data centers. The task includes developing all needed documentation of the configuration of the equipment including the hardware itemized lists for configuration and inventory management purposes.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. Installing all hardware and third party software needed to make the data centers operate as described in deliverables
- b. The Contractor shall install, setup, load software and validate the operation of the hardware and software environments that will ultimately support the entire application. The Contractor must include the installation, setup, and operational validation tasks as part of the overall schedule.
- c. The Contractor may choose to install a configuration sufficient to accomplish any step or steps of the above but must test the total system on the final configuration
- d. Develop documentation of the configuration of the equipment, including hardware, itemized lists for configuration and inventory management purposes
- e. Testing the total system including application functions and all interface elements, backup and restore capabilities, security, and those measures designed to support availability requirements that are available to be tested at the time
- f. Documented walkthrough of the datacenter.
- g. Checklists from the hardware and software plans
- h. Documentation of discrepancies
- i. The Contractor will provide State a copy of all purchase orders for hardware and third-party software

Deliverable: Performance & Security Test Results

Purpose: This deliverable includes information specific to performance and security testing. The tests should test at minimum the following areas: system security, internet/network, fail over testing and load/stress testing.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. A listing of the performance and security test cycles executed and current status
- b. A listing of the defects / bugs generated during performance and security test, the resolution date, and resolution description
- c. Outstanding issues and a resolution plan
- d. Independent security testing including white hat attacks.

Deliverable: Disaster Recovery / Business Continuity Plan

Purpose: The primary objective of the Disaster Recovery / Business Continuity Plan is to document the steps to enable an organization to survive a disaster and to reestablish normal business operations for the Campaign Finance application. This plan will be an extension of the State Disaster Recovery Plan and contains the information to address the situation where Campaign Finance hardware/software has become unavailable.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. A high-level approach for restoring data from a backup tape. The Contractor will store backup tapes in a mutually agreed to process and off-site location
- b. A high-level approach for restoring data
- c. High-level overview of server and network equipment configuration instructions
- d. High-level overview of steps to restore the Campaign Finance software configuration with Colorado-specific configuration settings and data
- e. Primary contact information for State, Contractor, and hardware and software vendors
- f. Description of disaster recovery support to be included in the Contractor annual Operations Support contract. This section will be a table listing the roles, responsibilities and estimated time required for the State staff
- g. Description of restoration specifications of all individual components, servers and network devices in proposed system
- h. Planned frequency of the disaster recovery test
- i. Document protection provided in hot environment

Deliverable: Disaster Recovery / Business Continuity Test Results

Purpose: To demonstrate and document the adequacy of the Disaster Recovery / Business Continuity Plan by testing and recording the test results.

Updated: No, unless an unexpected and unacceptable volume of discrepancies appear resulting in the need to repeat the test.

Specification: This deliverable will consist of but is not limited to:

- d. A report showing results of testing each of the Disaster Recovery / Business Continuity Plan requirements
- e. A recommendation of corrections and improvements to the Plan

- f. A list of prioritized issues that must be resolved prior to Production implementation

Deliverable: Installation and Configuration Guide

Purpose: The Installation and Configuration guide contains technical information for State on the current configuration of the Campaign Finance hardware and software.

Updated: Yes. This deliverable will be updated with State approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. Current Campaign Finance hardware and network configuration settings
- b. Current Campaign Finance software configuration settings
- c. Instructions on configuration setting maintenance and which configurations can be maintained by Contractor or State

Track 5: Implementation

Deliverable: Implementation Plan

Purpose: The Implementation Plan describes the schedule, checklist for readiness and description of the cutover to the new system.

Updated: Yes. This deliverable will be updated with State approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. A list of the deployment activities and the resources responsible for completing them
- b. A schedule of deployment activities and checkpoints
- c. A verification plan for security policy enforcement
- d. A verification plan for performance testing results
- e. A verification plan for disaster recovery testing
- f. A verification plan for the deployment
- g. A contingency plan for implementation

Deliverable: Train User Acceptance Test Participants

Purpose: This deliverable trains UAT participants in preparation for UAT. Contractor will provide just-in-time, in-person training as close to UAT as possible.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. Identification of training facilities
- b. Ensure connectivity and available infrastructure
- c. Provide on-site instructor led training
- d. Trainees that understand the application and can properly use the application in a good and workman like fashion to the satisfaction of the State
- e. State, with assistance from Contractor, will train UAT participants in the use of the specific test scenarios and test scripts associated with UAT

Deliverable: User Acceptance Test Readiness Report

Purpose: The UAT Readiness report documents the readiness of the Campaign Finance system for execution of the UAT Plan. The report summarizes the current status of various components and confirms the readiness criteria documented in the System Acceptance Criteria deliverable.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. Summary of conversion and training status
- b. Summary of technical environment (hardware, software, etc.) and connectivity status
- c. The Contractor must include the installation, setup, and operational validation tasks as part of the overall schedule
- d. System testing results completed for the total system including application functions and all interface elements, backup and restore capabilities, security, and those measures designed to support availability requirements
- e. Confirmed and documented readiness criteria included in the UAT Test Plan
- f. Confirmed training
- g. Final documentation completed including user guides, installation guides, training guides, system documentation (application and database), system administration and trouble-shooting documentation
- h. Submit project report for acceptance
- i. Verify State data migration has been successfully completed
- j. Verify hardware has been successfully installed
- k. Provide additional application training for all stakeholders as required

Deliverable: User Acceptance Test Results

Purpose: To allow select users (e.g. CDOS, County, Committees) to test the new Campaign Finance system to determine if it meets all specifications. Contractor will support User Acceptance Test participants during this effort.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. State user participation per the User Acceptance Test Plan
- b. Contractor participation per the User Acceptance Test Plan
- c. Availability of the Contractor's Help Desk personnel
- d. Availability of the Contractor's Issue tracking software for the process

- e. Availability of the Contractor's programming staff to support quick turnaround on issues
- f. Contractor support to load and re-load data as required by test scenarios
- g. Contractor support for all hardware and software used during the testing
- h. State and Contractor evaluation of sufficiency of training
- i. UAT results
- j. State signoff of UAT results acceptance upon successful completion of UAT
- k. Survey UAT participants seeking input on what areas of the training could be improved and provide the State with a revised training curriculum taking into account the feedback from training

Deliverable: Help Desk Plan

Purpose: The Help Desk Plan describes the process and resources to support the Campaign Finance application help desk. The Plan outlines the process of resolving Campaign Finance application issues by State and the escalation of unresolved issues to the application support help desk.

Updated: Yes. This deliverable will be updated with State approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. A description of the roles and responsibilities of Help Desk personnel.
- b. A description of help desk tools.
- c. The Contractor will provide a list of recommended help desk tools State may choose to acquire
- d. A description of the escalation process used by State to contact the Contractor's Tier 2 Help Desk. This section will include a recommended flowchart of issue resolution
- e. A description of first response
- f. A description of the types of problems resolved in Tier 1 versus Tier 2 support
- g. The schedule for availability of the Help Desk. The Help Desk Hours of Operation section lists the hours of operation for the Help Desk, as well as the type of access State will have to the support desk. It also highlights any after-hours procedures and peak period procedures
- h. There will be a website and / or email for the Help Desk
- i. Help Desk personnel will be involved in other aspects of the project (training) in order to get up to speed on Colorado State Business Procedures
- j. The State will have access to Help Desk call logs and will monitor calls for quality control
- k. Strategy for handling of the Colorado Campaign Finance law information request

Deliverable: Train Users

Purpose: This deliverable trains all users that have not previously received training as UAT participants. Contractor will provide just-in-time, in-person training as close to go-live as possible, as well as re-fresher training during the warranty support period.

Update: No

Specification: This deliverable will consist of but is not limited to:

- a. Identification of training facilities
- b. Ensure connectivity and available infrastructure
- c. Provide on-site instructor led training for:
 - i. 10 CDOS staff
 - ii. 64 County staff
 - iii. 400 Committee agents
- d. Trainees that understand the application and can properly use the application in a good and workman like fashion to the satisfaction of the State

Deliverable: System Implementation Rollout Readiness Report

Purpose: The Implementation Rollout Readiness report documents the readiness of Campaign Finance to be deployed into production. The report summarizes the current status of various components and confirms the readiness criteria documented in the System Acceptance Criteria deliverable.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. Confirmation of UAT completion without any discrepancies that would preclude an Implementation Rollout
- b. Summary of production conversion readiness
- c. Summary of user training status
- d. Summary of technical environment
- e. Final documentation completed including user guides, installation guides, training guides, system documentation (application and database), system administration and trouble-shooting documentation.

Deliverable: Implementation Rollout

Purpose: The Campaign Finance Implementation Rollout moves the Campaign Finance application into production making it the “system of record”. Data is converted and the system production environment is ready to be utilized by all trained users and the public.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. A final conversion report of the identified conversion issues discovered during the final conversions used in the rollout process and the resolution (if applicable)
- b. A list of prioritized issues and a planned resolution for each
- c. Listing of implementation rollout best practices
- d. System Acceptance Criteria deliverable with an additional column to document the acceptance criteria resolution
- e. Provide personnel to facilitate statewide rollout implementation
- f. Recommendations in writing to the State of any post rollout changes

Track 6: Post-Implementation Support

Deliverable: Support Plan and Service Level Agreements

Purpose: This deliverable includes a plan that defines each of the Support areas (Warranty Period, Operations, Maintenance, Application and Application Development) and documents the agreements for service levels (SLA) within each support area.

The SLA will include priority levels (e.g., Severe, High, Medium, Low) and corresponding definitions. Service levels will be defined for various service categories (e.g., Application availability, Database availability, Response time, Backup success, Backup completion, Backup validation, Hardware availability, Application problem frequency, Application problem repair time, Application updates). Each service category will have service levels defined based upon percentages, counts or time for measurement purposes.

Updated: No

Specification: This deliverable will consist of:

- a. Warranty period support definition and associated service level agreements
- b. Operations support definition and associated service level agreements
- c. Application support definition and associated service level agreements
- d. Maintenance support definition and associated service level agreements
- e. Application Enhancement support definition and associated service level agreements

Deliverable: Transition Plan

Purpose: This deliverable is a plan that describes the services to be provided by the Contractor should the State transition from having the services be performed by the Contractor to having the services be performed by another contractor or by the State.

Updated: Yes

Specification: This deliverable will consist of but is not limited to:

Descriptions of the following Pre-Transition Services:

- a. Freeze all non-critical software changes
- b. Notify all outside contractors of necessary contractor-related procedures to be followed during the turnover phase

- c. Review all software libraries (tests and production) with the new service provider and the State
- d. Assist in establishing naming conventions for the new production site
- e. Analyze space required for the databases and software libraries
- f. Generate a tape and computer listing of the source code for the software to be provided to the State in a form reasonably requested by the State
- g. Deliver all source code, technical specifications and materials, and user documentation for the software to the State and/or the State's designee
- h. Provide listings of equipment and software leases and contracts used to support the State
- i. Provide a transition plan for personnel who support the State
- j. Explain the operations manual to new operations staff
- k. Provide training to new operations staff if the State is assuming responsibility for the services, and assist with training if a third party is assuming responsibility
- l. Provide system "walk-throughs"
- m. Provide a security transition plan
- n. Submit a schedule for termination activities

Descriptions of the following Transition Services:

- a. Unload the production databases
- b. Deliver tapes of production databases (with content listings) to the new operation staff, data files and tape libraries
- c. Assist with the loading of databases
- d. Assist with the communications network turnover
- e. Assist in the execution of a parallel operation, until the effective date of expiration or termination of this contract, including delivery to the State of the then-current procedures manual

Descriptions of the following Post-Transition Services:

- a. Answer questions regarding the services on an "as needed" basis
- b. Turn over any remaining State-owned reports and documentation still in Contractor's possession.

Deliverable: Warranty Period Support

Purpose: This deliverable includes fixes to any application discrepancies that arise during the warranty period. Operations, Maintenance and Application Support will also be included in the warranty period services. In addition, as specified below, one Contractor staff member shall be onsite at the State to support three (3) State users in Tier 1 Help Desk application support and to train two (2) State database administrators in the structure of the database to allow State personnel to perform custom database query extracts.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. A Warranty Period from Implementation Rollout through the end of October 2009
- b. Operations Support during Warranty Period
- c. Maintenance Support during Warranty Period
- d. Application Support During Warranty Period
- e. An onsite Contractor support person to perform the following:
 - o Onsite support of three State Tier 1 Help Desk personnel to ensure they understand the application and can properly use the application in a good and workman like fashion and can answer basic application questions from system users, to minimize having to escalate to Contractor Tier 2 support. This support shall be for a period of two weeks after Implementation Rollout and a period of 4 weeks beginning October 15, 2009 through November 15, 2009.
 - o Onsite support and training of two State database administrators, for a period of two weeks after Implementation Rollout, to train them in creating and executing custom database queries.

Deliverable: Operations Support

Purpose: At the end of the Warranty Period, the State will begin an annual Operations Support contract option with Contractor. This support includes all Data Center support activities other than environmental and physical security services. This includes keeping the hardware and system software operating at an agreed upon specified Service Level.

Updated: Yes. Depending upon Operations Support contract terms, this deliverable may be updated by agreement of both Contractor and State.

Specification: This deliverable will consist of a signed Operations Support contract between the Contractor and the State. The contract will address the following areas but is not limited to:

- a. Hardware monitoring, maintenance and repair
- b. Operating System version and update monitoring and maintenance
- c. Security software version and update monitoring and maintenance
- d. Database software version and update monitoring and maintenance
- e. Any other software required to operate the Campaign Finance system will be monitored and maintained at the proper version
- f. A Service Level Agreement which addresses operational performance levels and any fees when not achieved

Deliverable: Maintenance Support

Purpose: At the end of the Warranty Period, the State will begin an annual Maintenance Support contract option with Contractor. This support will ensure that the application software is sustained throughout operation, discovered defects are corrected, and vendor designated enhancements are developed, tested and released.

Updated: Yes. Depending upon Maintenance Support contract terms, this deliverable may be updated by agreement of both Contractor and State.

Specification: This deliverable will consist of a signed Maintenance Support contract between the Contractor and the State. The contract will address the following areas but is not limited to:

- a. Application software monitoring, maintenance and repair
- b. Vendor designated improvements to application software are developed, tested and released
- c. Minor textual (non-logic) type changes to the application software are made, tested and released
- d. A Service Level Agreement which addresses application software performance levels and any fees when not achieved

Deliverable: Application Support

Purpose: At the end of the Warranty Period, the State will begin an annual Application Support contract option with Contractor. This support includes application help desk support above the Tier 1 level. State personnel will attempt to handle application support questions at the Tier 1 level. Questions that cannot be answered by the State will be presented to the Contractor for resolution per the Application Support contract.

Updated: Yes. Depending upon Application Support contract terms, this deliverable may be updated by agreement of both Contractor and State.

Specification: This deliverable will consist of a signed Application Support contract between the Contractor and the State. The contract will address the following areas but is not limited to:

- a. A toll-free number to the Contractor's Tier 2 help desk
- b. An application support website containing aids such as Frequently Asked Questions, with answers
- c. A Service Level Agreement which addresses Contractor Help Desk performance levels and any fees when not achieved

Deliverable: Application Development Support

Purpose: Once the Campaign Finance system is implemented in the production environment (rolled out for production use by users), the State will begin an annual Application Development Support contract option with Contractor. This support includes estimating the time and cost to accomplish State identified enhancements to the application to improve services or address new legislative requirements. This support will include the development, testing and release of application enhancements.

Updated: Yes. Depending upon Application Development Support contract terms, this deliverable may be updated by agreement of both Contractor and State.

Specification: This deliverable will consist of a signed Application Development Support contract between the Contractor and the State. The contract will address the following areas but is not limited to:

- a. Procedures to be used to request application enhancement development estimates
- b. A rate chart showing hourly development cost for each job category and level of Contractor software development resources
- c. A Service Level Agreement which addresses Contractor's software development performance levels and any fees when not achieved

State of Colorado

Department of State



Campaign Finance RFP # CDSO-CF-08-01
Appendix E
Information Technology Services Contract

Colorado Campaign Finance System

DEPARTMENT OR AGENCY NAME
Department of State
CONTRACT ROUTING NUMBER
TBD

INFORMATION TECHNOLOGY SERVICES CONTRACT

THIS CONTRACT, dated this ***TBD*** day of ***TBD***, 2008, by and between the State of Colorado, for the use and benefit of the Department of State , located at 1700 Broadway, Denver, Colorado, 80290 (the “**State**”), and ***TBD***, a(n) Corporation located at ***TBD***, (“**Contractor**”).

FACTUAL RECITALS

- A. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for encumbering and subsequent payment of this contract through the Colorado Financial Reporting Systems (COFRS).
- B. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
- C. Contractor’s bid was selected in accordance with Colorado law and State Procurement Rules pursuant to the State’s issuance of a Request for Proposal (RFP).
- D. Purpose for the State entering into this contract arises from Colorado Revised Statutes (CRS) Title 1, Article 45.
- E. The State requires procurement and implementation of a Campaign Finance system per the requirements of RFP CDOS-CF-08-01. Contractor is ready, willing and able to provide such services and products.

NOW THEREFORE, in consideration of and subject to the terms, conditions, provisions and limitations contained in this contract, the State and Contractor agree as follows:

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1. Definitions

The following terms as used in this contract shall be construed and interpreted as follows, unless the context otherwise expressly requires a different construction and interpretation:

- 1.1 “**Agency Authorized Users**” shall mean employees, agents, and third-party contractors of the State, County Clerks and Records and their staff, and others, as deemed by the State, authorized to use the Campaign Finance system.
- 1.2 “**API**” shall mean Application Program Interface, a set of commonly used functions that provide a programmer with pre-programmed functionality.
- 1.3 “**Breach of Data Security**” shall mean the unauthorized acquisition of unencrypted computerized data that compromises the security, confidentiality, or integrity of information used or maintained by Contractor in conjunction with this contract.
- 1.4 “**Change Control Board**” shall mean the appointed individuals selected by the State to serve on the Change Control Board for the purpose of approving change control requests initiated in accordance with **Exhibit D** (Bilateral Change Order Letter Template), attached hereto and incorporated herein.
- 1.5 “**Compensation**” shall mean the funds payable to Contractor by the State which are related to the Products and/or Services, described in the Statement of Work set forth in **Exhibit A** (Statement of Work), attached hereto and incorporated herein.
- 1.6 “**Contract**” shall mean this contract for Services and/or Products, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this contract, and any future modifying agreements, exhibits, attachments or references that are incorporated into this contract pursuant to State Fiscal Rules and Policies.
- 1.7 “**COTS**” shall mean commercial off-the-shelf.
- 1.8 “**Counties**” shall mean the sixty-four (64) counties within the State of Colorado, acting through their respective County Clerks.
- 1.9 “**C.R.S.**” shall mean Colorado Revised Statutes as they currently exist and may be amended.
- 1.10 “**Deliverable**” shall mean a written document, supply, service, Software, hardware, or other item to be delivered by the Contractor to the State as part of Contract performance.
- 1.11 “**Exhibit**” shall mean a statement of work document, schedule, budget, or other identified exhibit which has been incorporated into and attached to this contract.
- 1.12 “**Final Campaign Finance System Acceptance**” shall mean confirmation by the State that the Contractor has provided a system to the State that conforms to System Acceptance Criteria as addressed in **Exhibit A** (Statement of Work).

- 1.13 **“Fiscal Rules”** shall mean rules promulgated by the State Controller that regulate the financial affairs of the State, including the form, use, execution and approval of contracts, leases, interagency agreements, purchase orders, and other commitment vouchers.
- 1.14 **“Fiscal Year”** shall mean the period during the year for which funds are appropriated and money is made available for commitment and expenditure by a government. The State’s fiscal year is July 1st through June 30th.
- 1.15 **“Help Desk”** shall mean support services (*e.g.*, telephone, email, etc.,) to address questions and problems Agency Authorized Users may have regarding the operation of the Campaign Finance system.
- 1.16 **“Holdback”** shall mean monies held back from an Interim Payment and later paid to the Contractor after acceptance of specific deliverables or after the Final Campaign Finance System Acceptance.
- 1.17 **“Intellectual Property”** shall mean any and all know-how, inventions, patents, copyrights, models, designs, diagrams, specifications, service marks, trademarks, trade dress, trade secrets, test results, knowledge, research, techniques, discoveries, regulatory filings, data, source codes, object codes, production methods, technology, specification of materials, formulae, methods of formulation, processes or other information (in tangible or intangible form), other industrial or proprietary rights, and all present and future title, interest and rights pertaining thereto, any documentation relating thereto, and any and all applications for any of the foregoing, whether or not patented, patentable or registered as of the effective date of this contract or at any later date.
- 1.18 **“Interim Acceptance”** shall mean the process of receiving and evaluating deliverables prior to Final Campaign Finance System Acceptance, which enables the State to make interim milestone payments to the Contractor for such deliverables.
- 1.19 **“Interim Milestone Payment”** and **“Interim Payment”** shall mean any and all payments made by the State to the Contractor prior to Final Campaign Finance System Acceptance. All such payments are subject to Final Campaign Finance System Acceptance and the provisions of **Exhibit A** (Statement of Work) and **Exhibit B** (Payment and Delivery Schedule).
- 1.20 **“Key Personnel”** shall mean those individuals identified in **Exhibit E** (Project Key Personnel) essential to the satisfactory performance of Contractor’s obligations under this contract.
- 1.21 **“Milestone”** shall mean a work grouping at a lower level than a phase that is comprised of one (1) or more deliverables. A Milestone represents the delivery of a complete unit of value to the success of the project.
- 1.22 **“Modification”** shall mean any written alteration of specifications, place of delivery, period of performance, price, quantity, or other provisions of a contract.
- 1.23 **“Products”** shall mean Software and copies thereof, licenses, user documentation; upgrade plans, support, hardware and other products, described in **Exhibit A** (Statement of Work).

- 1.24 **“Project”** shall mean the project described in this contract and **Exhibit A** (Statement of Work).
- 1.25 **“Project Manager”** shall mean a person, one designated by the Contractor and one designated by the State, who has the authority to make relevant day-to-day decisions in regard to the Campaign Finance project for the Party naming him or her.
- 1.26 **“Requirements”** shall mean the Campaign Finance System Technical and Business Requirements as published in RFP # DOS-CF-08-01, and responded to by Contractor, incorporated in this Contract under **Exhibit F** (System Requirements Table).
- 1.27 **“Service Level Agreement (SLA)”** shall mean an element of performance for which an acceptable service level has been explicitly defined in **Exhibit ***TBD*****, attached hereto and incorporated herein.
- 1.28 **“Services”** shall mean services performed or tangible material produced or delivered in the performance of services.
- 1.29 **“Software”** shall mean the executable code version of the software Product(s) comprising the Campaign Finance system.
- 1.30 **“Steering Committee”** shall mean the board responsible for the business issues associated with the project. Typically the committee meets at least once a month to obtain project status update, discuss risks, and to evaluate any potential scope changes that impact budget or timeline.
- 1.31 **“Work Product”** shall mean the Software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or work product of any type, including drafts, prepared by Contractor in the performance of its obligations under this contract.

2. Statement of Work

2.1 Contractor shall perform the Services and provide the Products described in **Exhibit A** (Statement of Work).

2.2 Bilateral changes within the general scope of this contract and **Exhibit A** (Statement of Work) may be executed using the change order letter process described in this Section, substantially in the form of the change order letter attached as **Exhibit D** (Bilateral Change Order Letter Template) and incorporated herein, for any of the following reasons:

- (a) Where the agreed changes to the specifications result in an adjustment to the price, delivery schedule, or time of performance;
- (b) Where the agreed changes result in no adjustment to the price, delivery schedule, or time of performance. For this reason, the change order shall contain a mutual release of claims for adjustment of price, schedules, or time of performance;
- (c) Where the changes to this contract are priced based on the unit prices or rates to be paid for the Products and/or Services established in this contract or **Exhibit A** (Statement of Work); or
- (d) Where the changes to this contract are priced equal to or less than established catalog prices generally extended to the public or on prices or rates set by law or regulation.

Other bilateral modifications not within the terms of this Section must be executed by formal amendment to this contract, approved in accordance with Colorado State law and State Fiscal Rules.

Should any subsequent change in law, regulation or procedure result in a State-directed change in workload for Contractor, such change may be the subject of a negotiated agreement, change order, or contract amendment, in accordance with the provisions of this contract.

During the term of this contract, system enhancements within the general scope of this contract may be required. System enhancements support legislative changes to programs or meet requirements that are not identified in the contract documents. System enhancements within the general scope of this contract will follow the change control process set forth in **Exhibit A** (Statement of Work) and the Change Control Process deliverable and must be approved by the Change Control Board.

2.3 Contractor's primary location of work to be performed under this contract shall be ***TBD***.

2.4 After acceptance of the Campaign Finance system by the State, Contractor shall perform post-implementation support as described in **Exhibit A** (Statement of Work).

3. Performance Standard

- 3.1 Contractor shall perform the Services and deliver the Products described in **Exhibit A** (Statement of Work) in accordance with the highest standard of care, skill and diligence provided by a professional person or company in performance of work similar to the Services, and all services, and all consumables, products, and materials used in performance of the Services and the delivery of Products shall be of good quality and free from faults and defects. Contractor shall re-perform any Services at no additional charge where it is demonstrated that erroneous results were created through some fault on the part of Contractor during the performance of the Services.
- 3.2 Time is of the essence for the performance of this contract. The failure of Contractor to complete the delivery of reports/milestones/performance/deliverables by the date specified in this contract shall be grounds for late fees, liquidated damages and/or termination of Contractor for default by the State, subject to adjustment or extension in the time for performance, agreed to by the State, in its sole discretion.

4. Performance Term

- 4.1 This contract shall be effective upon approval by the Colorado State Controller, or authorized delegate, or on ***TBD***, whichever is later (the “Effective Date”) and extend through ***TBD***. Performance of this contract shall commence as soon as practicable after the Effective Date and shall be undertaken and performed in the sequence and manner set forth in an approved Project Plan and Schedule deliverable, defined in **Exhibit A** (Statement of Work).
- 4.2 In the event the State desires to continue the Services and/or Products and a replacement contract has not been fully approved by the termination date of this contract, the State, upon written notice to Contractor, may unilaterally extend this contract for a period of up to two (2) months. This contract shall be extended under the same terms and conditions as set forth herein, including, but not limited to prices, rates and delivery requirements. This extension shall terminate upon the first to occur of the end of the two (2) month period and the execution of the replacement contract by the Colorado State Controller, or an authorized delegate.

5. Compensation

- 5.1 Payment of compensation for the performance of the Services and delivery of Products required by this contract and **Exhibit A** (Statement of Work) shall be made as earned, in whole or in part, from available State funds encumbered for such purposes, in a maximum amount not to exceed \$***TBD***. Satisfactory performance and/or delivery under the terms of this contract shall be a condition precedent to the State’s obligation to compensate Contractor.
- 5.2 The maximum compensation payable under this contract, and under any renewal hereof, shall include all Contractor fees, costs and expenses, including but not limited to, labor costs, rent or mortgage payment, travel expenses, overhead, parts, repairs and replacements, mileage, supplies, mailing, testing, communications, reporting, debugging, delivery charges or other operation or contract expenses.

- 5.3 The State shall not be liable to Contractor for payment for products or services or for costs or expenses incurred by Contractor prior to the Effective Date.

6. Availability of Funds

This contract is contingent upon the continuing availability of State appropriations as provided in item number 2 of Contract **Section 41** (Special Provisions) incorporated as a part of this contract. The State is prohibited by law from making fiscal commitments beyond the term of its current fiscal period. If Federal appropriations or grants fund this contract in whole or in part, the contract is subject to and contingent upon the continuing availability of appropriated Federal funds for this contract. If State of Colorado or Federal funds are not appropriated, or otherwise become unavailable to fund this contract, the State may immediately terminate the contract in whole or in part without further liability.

7. Billing/Payment Procedure

- 7.1 The State shall establish billing procedures and pay Contractor the contract price or rate for Services performed, reviewed, and accepted or Products delivered, inspected, and accepted pursuant to all the terms and conditions of this contract, including without limitation, performance, quality, milestones and completion requirements for payment set forth in **Exhibit A** (Statement of Work), **Exhibit B** (Payment and Delivery Schedule), and the State's inspection and acceptance rights in Contract **Section 9**. Contractor shall submit invoices for payment on forms and provide requested documentation in a manner prescribed or approved by the State. Payments pursuant to this contract shall be made as earned, in whole or in part, from available funds encumbered for the purchase of the described Services and Products. Incorrect payments by the State to Contractor due to omission, error, fraud, or defalcation shall be recovered from Contractor by deduction from subsequent payments under this contract or other contracts between the State and Contractor or collected as a debt due to the State.
- 7.2 The State shall make payment in full with respect to each invoice within forty-five (45) days of receipt thereof; provided that the amount invoiced represents Products and/or Services which have been accepted by the State and the form of the invoice is acceptable to the State. Uncontested amounts not paid by the State within forty-five (45) days shall bear interest on the unpaid balance beginning with the forty-sixth (46th) day, at a rate of one percent (1%) per month, until paid in full; provided, however, that no interest shall accrue with respect to unpaid amounts for which the State has delivered to Contractor notice of a good faith dispute. Contractor shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the applicable interest rate.
- 7.3 The payment for each Deliverable shall be the amount as outlined in **Exhibit B** (Payment and Delivery Schedule) which includes a twenty percent (20%) holdback on payment for each Deliverable. Upon successful and timely achievement of a key Milestone, as listed in **Exhibit B** (Payment and Delivery Schedule), and in addition to any Delivery payments due under the Milestone, fifty percent (50%) of the holdback accrued under the Milestone will be released. The remaining fifty percent (50%) of the holdback accrued under the Milestone shall be retained by the State until the end of the sixty-day onsite support period. Fifty percent (50%) of the holdback for a Milestone shall be released only when the full Milestone has been timely achieved and no daily late fees have been imposed

pursuant to the Daily Late Fees provision defined in **Exhibit B** (Payment and Delivery Schedule).

8. Data and Document Deliverables

Contractor shall deliver, by the dates specified in **Exhibit B** (Payment and Delivery Schedule) the data and documents required therein. Unless otherwise specified, documentation delivered pursuant to this contract shall meet the following standards:

- 8.1 Microsoft Office tools shall be used to prepare documentation, unless prior approval is received from State to use another product.
- 8.2 The content of deliverable documentation will be in accordance with instructions contained in the Deliverable Expectation Document, as defined in **Exhibit A** (Statement of Work).
- 8.3 A read-only documentation library shall be maintained to store all approved project documentation.

9. Inspection and Acceptance

- 9.1 The State reserves the right to inspect Services and Products delivered under this contract at all reasonable times and places during the term of this contract, including any extensions. If any of the Services or Products do not conform to contract requirements, the State may require Contractor to promptly perform the Services or provide the Products again in conformity with contract requirements, at no additional cost to the State. When defects in the quality or quantity of Services and Products cannot be corrected by re-performance, the State may:
 - (a) require Contractor to take necessary action to ensure that future performance conforms to the requirements of this contract; and/or
 - (b) equitably reduce the payment due to Contractor to reflect the reduced value of the Services performed or Products delivered.
- 9.2 These remedies shall in no way limit the remedies available to the State in other provisions of this contract or otherwise available in equity or at law, all of which may be exercised by the State, at its option, in lieu of or in conjunction with the preceding measures. Furthermore, the reduction, delay or denial of payment hereunder shall not constitute a breach of contract or default by the State.
- 9.3 Acceptance of any deliverable will occur at the State's site, as applicable, using jointly prepared acceptance test procedures and test data. The State shall perform the acceptance test and may witness the acceptance test, or the State shall perform the acceptance test following problem determination, problem analysis and service request procedures provided by the Contractor.

10. Reporting

- 10.1 Unless otherwise provided in this contract or the exhibits hereto, Contractor shall submit, on a monthly basis and upon termination or completion of work, a written progress report analyzing the performance under this contract and specifying progress made for each activity identified in Contractor's duties and obligations. Such written analysis shall be in

accordance with the procedures developed and prescribed by the State. The preparation of reports in a timely manner shall be the responsibility of Contractor and failure to comply may result in the delay of payment of funds and/or termination of this contract. Required reports shall be submitted to the State not later than the end of each calendar month, or at such time as otherwise specified by the State. Notwithstanding anything herein to the contrary, including without limitation the priority provisions set forth in **Section 40**, specific reporting requirements set forth in **Exhibit A** (Statement of Work) or in other exhibits to this contract, shall precedence over this general reporting provision.

- 10.2 Contractor shall provide the State with such documentation and other information as may be reasonably requested by the State from time to time to verify that Contractor's performance of Services is in compliance with the terms and conditions of this contract. Contractor shall provide the State with project status reports and monthly reports on the progress of the work and system operations. The content and format of these reports shall be determined by the State.
- 10.3 Project status reports shall include, without limitation, the following:
 - (a) activities performed in the prior period;
 - (b) milestones achieved;
 - (c) progress relative to project plan;
 - (d) key issues and factors impacting the support effort;
 - (e) corrective actions, if needed; and
 - (f) planned activities for the upcoming period.
- 10.4 Monthly system operations reports will include, without limitation, the following:
 - (a) usage by Service in the prior period;
 - (b) changes implemented in prior period;
 - (c) Service Level Agreement attainment in prior period, if applicable;
 - (d) key issues surfaced through problem management reporting;
 - (e) corrective actions, if needed;
 - (f) planned activities for the upcoming period; and
 - (g) resource deployment for prior, current and upcoming periods.

11. Intellectual Property Escrow

- 11.1 Contractor agrees to deposit the Software, Work Product, documentation, and/or other related material(s) with a software escrow agent for the term of the contract. "Software" as used in this Section includes the source code accompanied by a running object code version submitted on a virus-free magnetic or optical media, compiled and ready to be read by a computer. "Documentation" as used in this Section includes all materials sufficient for a trained computer programmer of general proficiency to maintain and support the Software without further assistance from Contractor. Contractor also shall have a continuing obligation to deposit any maintenance modifications, updates, upgrades, new releases, or documentation related to the deposited materials.

- 11.2 Contractor agrees to enter into an agreement with the escrow agent, substantially in the form of **Exhibit ***TBD***** attached hereto and incorporated herein, which will instruct the escrow agent to independently verify the operation of the running object code and cause delivery of the Software, Work Product, documentation, and all other related materials in the possession of the escrow agent to the State if any one of the following events occur:
- (a) Contractor agrees in writing to the delivery; or
 - (b) Contractor ceases to do business and no successor shall have agreed to assume the Contractor's obligations to the State; or
 - (c) Contractor fails to support the Software or has otherwise defaulted under this contract; or
 - (d) Contractor files for liquidation under the U.S. Bankruptcy Code, or files for reorganization under the U.S. Bankruptcy Code and does not remain debtor in possession.
- 11.3 Contractor shall grant the appropriate licensee rights to the escrow agent to allow the escrow agent to exercise the escrow agent's rights under the intellectual property escrow agreement.
- 11.4 Contractor agrees that if the escrow agent delivers the Software, Work Product, documentation, and other related materials in the possession of the escrow agent to the State, the State shall have the same license and rights to use such Software, Work Product, documentation, and other related materials as the State has under this contract, including the right to utilize the source code and create updates and derivative works consistent with the purposes of this contract.
- 11.5 All costs and fees associated with escrow agreement and this Section shall be the responsibility of Contractor.

12. Maintenance, Inspection and Monitoring of Records

- 12.1 Contractor shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of programs or the delivery of Services or Products under this contract, and shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending, or until an audit has been completed; provided, that if an audit by or on behalf of the Federal and/or Colorado State government has begun but is not completed or audit findings have not been resolved after a three (3) year period, such materials shall be retained until completion of the audit or resolution of the audit findings.
- 12.2 Contractor shall permit the State, the Federal Government or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's records during the term of this contract and for a period of three (3) years following termination of this contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Contractor's performance hereunder.

- 12.3 Contractor also shall permit these same described entities to monitor all activities conducted by Contractor pursuant to the terms of this contract. As the monitoring agency, in its sole discretion, may deem necessary or appropriate, such monitoring may consist of internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other reasonable procedure. All such monitoring shall be performed in a manner that will not unduly interfere with contract performance.

13. Confidentiality of State Records and Information

- 13.1 Contractor acknowledges that it may come into contact with confidential information in connection with this contract or in connection with the performance of its obligations under this contract, including but not limited, to personal records and information of individuals. It shall be the responsibility of Contractor to keep all State records and information confidential at all times and to comply with all Colorado State and Federal laws and regulations concerning the confidentiality of information to the same extent applicable to the State. Any request or demand for information in the possession of Contractor made by a third party who is not an authorized party to this contract shall be immediately forwarded to the State's principal representative for resolution.
- 13.2 Contractor shall notify all of its agents, employees, subcontractors and assigns who will come into contact with State information that they are subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of the requirements before they are permitted to access information or data. Contractor shall provide and maintain a secure environment that ensures confidentiality of all State records and information wherever located. No State information of any kind shall be distributed or sold to any third party or used by Contractor or its agents in any way, except as authorized by the contract and as approved by the State. State information shall not be retained in any files or otherwise by Contractor or its agents, except as set forth in this contract and approved by the State. Disclosure of State records or information may be cause for legal action against Contractor or its agents. Defense of any such action shall be the sole responsibility of Contractor.
- 13.3 If Contractor provides physical or logical storage, processing or transmission of confidential or sensitive State data, Contractor shall provide physical and logical protection for State hardware, software, applications and data that meet or exceed industry standards and requirements as set forth in this Contract and exhibits attached hereto. Contractor shall provide the State with access, subject to Contractor's reasonable access security requirements, seven (7) days a week, 24 hours a day, for the purpose of inspecting and monitoring access and use of State data, maintaining State systems, and evaluating physical and logical security control effectiveness.
- 13.4 Contractor shall be responsible for the security of all information provided to it by the State. If Contractor becomes aware of a Breach of Data Security, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, if any. Contractor shall be responsible for the cost of notifying each Colorado resident and residents of other states whose personal information may have been compromised. Notice shall be made as soon as possible within the legitimate needs of law enforcement and according to the requirements of the State. Contractor shall be responsible for performing an analysis to determine the cause of the breach, and for producing a remediation plan to reduce the risk of incurring a

similar type of breach in the future. Contractor shall present such analysis and remediation plan to the State within ten (10) days of notifying the State of the Breach of Data Security. The State reserves the right to adjust this plan, in its sole discretion. In the event that Contractor cannot produce the required analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, at the Contractor's cost.

- 13.5 Notwithstanding any other provision of this contract or its exhibits or attachments, Contractor shall be liable to the State for all consequential and incidental damages arising from a Breach of Data Security.

14. Litigation Reporting

Contractor, within ten (10) days after being served with a summons, complaint, or other pleading in a case which involves Services or Products provided or Contractor's performance under this contract, which has been filed in any Federal or state court or administrative agency, shall deliver copies of such document to the State's principal representative, or in absence of such designation, to the chief executive officer of the department, agency, or institution executing this contract on behalf of the State.

15. Conflict of Interest

- 15.1 During the term of this contract, Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Contractor's obligations under this contract.
- 15.2 Additionally, Contractor acknowledges that in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of the State. Thus, Contractor shall refrain from any practices, activities or relationships that could reasonably be considered to be in conflict with the full performance of Contractor's obligations to the State in accordance with the terms and conditions of this contract, without the prior written approval of the State.
- 15.3 In the event that Contractor is uncertain whether the appearance of a conflict of interest may reasonably exist, Contractor shall submit to the State a full disclosure statement setting forth the relevant details for the State's consideration and direction. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict shall be grounds for termination of the contract.
- 15.4 Contractor and subcontractors, permitted under the terms of this contract, shall maintain a written code of standards governing the performance of their respective employees engaged in the award and administration of contracts. No employee, officer or agent of Contractor or any permitted subcontractor shall participate in the selection, or in the award or administration of a contract or subcontract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
- (a) an employee, officer or agent;
 - (b) any member of the employee's immediate family;
 - (c) an employee's partner; or

- (d) an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. Contractor's or subcontractor's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractor, potential contractors, or parties to sub-agreements.

16. Warranties

Contractor warrants that in providing deliverables and performing Services pursuant to the terms of this contract:

16.1 Contractor warrants that:

- (a) Services and/or Products provided under this contract shall meet the description in **Exhibit A** (Statement of Work), and
- (b) there are no pending or threatened suits, claims, or actions of any type with respect to the Services or Products to be provided under this contract, and
- (c) the Services and Products shall be free and clear of any liens, encumbrances, or claims arising by or through Contractor or any party related to Contractor.

16.2 Contractor shall strictly comply with the descriptions of and representations as to the Services (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) set forth in this contract and **Exhibit A** (Statement of Work). All Services under this contract shall be performed in a timely manner, in accordance with the specifications, and in a manner acceptable to the State. Contractor shall re-perform any Services that fail to satisfy this warranty.

16.3 In addition to any express and implied warranties provided to the State under law or made under other provisions of this contract, Contractor hereby expressly warrants that the Services to be performed hereunder shall be performed in a workmanlike manner, subject to the supervision and instructions provided by the State, and that all work performed pursuant to this contract shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other providers of similar services under similar circumstances at the time the Services are provided.

16.4 The Services performed by Contractor shall not be in violation of any applicable law, rule or regulation, and Contractor shall obtain all permits and licenses required to comply with such laws and regulations.

16.5 The Services shall not violate or in any way infringe upon the rights of third parties, including proprietary information and non-disclosure rights, or any Intellectual Property rights.

16.6 Contractor is the lawful owner or licensee of all Software, hardware, methods, methodologies and any pre-existing intellectual property used in the performance of the Services and has the right to grant to the State access to or use of such Software, hardware, methods, methodologies and Intellectual Property.

- 16.7 All deliverables delivered under this contract by Contractor shall meet the specifications set forth in this contract and **Exhibit A** (Statement of Work) and shall interface, integrate and be functionally compatible with and perform on any and all of the State's hardware and Software configuration(s) as provided in the specifications. Contractor shall correct or replace any deliverables which fail to satisfy this warranty.
- 16.8 All Software and hardware deliverables and any update or revision to any of the Software and hardware deliverables shall be free from defects and shall meet all specifications set forth in this contract and any documents referenced therein. The deliverables, as defined in this contract, shall perform the functions substantially as described in this contract, for a period of ***TBD*** after delivery to and acceptance by the State.
- 16.9 All Products furnished under this contract shall:
- (a) conform to generally applicable standards in the industry,
 - (b) be new and in good working order, free from defects in materials or workmanship,
 - (c) installed properly and in accordance with manufacturers' recommendations or other industry standards and
 - (d) function in a failure-free manner. Contractor shall repair or replace, at the option of the State, any Products that fail to satisfy this warranty.
- 16.10 All equipment and supplies furnished under this contract shall be free from defects in materials or workmanship, be installed properly and in accordance with manufacturer's recommendations or other industry standards and function in a failure-free manner for a period of ***TBD*** from the date of installation by the Contractor and acceptance by the State.
- 16.11 Contractor shall correct any and all defects and make any additions, modifications or adjustments to any of the deliverables or any update or revision to any Software deliverables as may be necessary to keep the deliverables in operating order in accordance with specifications at all times during the applicable warranty period.
- 16.12 Contractor shall assign and deliver to the State all written manufacturer's warranties relating to the hardware.
- 16.13 The assignment of the Key Personnel to perform the Services shall be continuous throughout the term of this contract, except where such personnel are unable to perform, including but not limited to illness or termination of employment. Selection of replacements of Key Personnel shall be approved by State.
- 16.14 Contractor shall perform criminal background checks on all Contractor employees supplied to the State to ensure that all such employees are fully qualified to perform the Services, and if required by law or ordinance, are validly licensed and/or have obtained all requisite permits to perform such Services for the State;

The foregoing warranties and such other warranties as may be set forth in this contract or in **Exhibit A** (Statement of Work) are a part of the minimum work requirements of this contract and all re-performance or other actions or deliverables required by such warranties shall be performed or delivered at no additional cost to the State.

17. Licenses, Permits, and Responsibilities

Contractor certifies that, at the time of entering into this contract, it currently has in effect all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform the Services and/or deliver the Products covered by this contract. Contractor warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this contract, without reimbursement by the State or other adjustment in contract price. Additionally, all employees of Contractor performing Services under this contract shall hold the required licenses or certification, if any, to perform their responsibilities. Contractor, if a foreign corporation or other entity transacting business in the State of Colorado, further certifies that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform this contract, shall be deemed to be a default by Contractor and grounds for termination of this contract by the State.

18. Tax Exempt Status

Contractor acknowledges that the State of Colorado is not liable for any sales, use, excise, property or other taxes imposed by any Federal, state or local government tax authority. The State also is not liable for any Contractor franchise or income related tax. No taxes of any kind shall be charged to the State.

19. Legal Authority

Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind Contractor to its terms. Contractor agrees it shall submit voluntarily to the personal jurisdiction of the Federal and State courts in the State of Colorado and venue in the City and County of Denver, Colorado. The person(s) executing this contract on behalf of Contractor warrant(s) that such person(s) have full authorization to execute this contract.

20. Compliance with Applicable Law and State Policies

- 20.1 Contractor shall at all times during the performance of its obligations under this contract strictly adhere to, and comply with, all applicable Federal and Colorado State laws, and their implementing regulations, as they currently exist and may hereafter be amended, which laws and regulations are incorporated herein by this reference as terms and conditions of this contract.
- 20.2 Contractor shall at all times during the execution of this contract strictly adhere to, and comply with, all applicable Federal and Colorado State laws, and their implementing regulations, as they currently exist and may hereafter be amended, which laws and regulations are incorporated herein by this reference as terms and conditions of this contract.
- 20.3 Contractor shall comply, and shall require its employees to comply, with all applicable State policies and standards in effect during the performance of this contract, including but not limited to State policies and standards relating to personnel conduct, security,

safety, confidentiality and ethics. Contractor also shall require compliance with such policies and standards by subcontractors under subcontracts permitted under this contract.

- 20.4 Software and technical data which may be provided hereunder may be subject to export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the United States of America (“USA”) or other country. Contractor shall be responsible for complying with all export and re-export laws and regulations, including without limitation:
- (a) local license or permit requirements,
 - (b) export, import and customs laws and regulations (such as the export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the USA or any other country) which may apply to certain equipment, Software and technical data provided hereunder, and
 - (c) all applicable foreign corrupt practices acts.
- 20.5 The Contractor shall obtain and maintain, and shall cause its subcontractors to obtain and maintain all approvals, permissions, permits, licenses, and other forms of documentation required in order to comply with all applicable foreign or domestic laws, rules or regulations.
- 20.6 Contractor shall require compliance with the provisions of this entire **Section 20** by all of Contractor’s subcontractors performing work under subcontracts permitted under this contract.
- 20.7 The Contractor agrees that any failure by Contractor, Contractor’s employees or Contractor’s subcontractors to comply with any of the obligations of this Section may be treated by the State as a material breach of this contract by the Contractor.
- 20.8 The Contractor’s Campaign Finance system must comply with the State of Colorado Office of Information Technology Policies/Standards. These policies/standards are located at URL www.oit.state.co.us.

21. Intellectual Property Indemnification

- 21.1 Contractor shall indemnify, hold harmless and defend, at Contractor’s sole expense, the State, its employees and agents, against any and all loss, cost, expense or liability, including but not limited to attorney fees, court costs and other legal expenses and damages arising out of a claim that a Product, Service or any Work Product provided by Contractor under this contract, or its use, infringes a patent, copyright, trademark, trade secret or other intellectual property right. Contractor’s obligation shall not extend to any combination of the Product with any other Product, system or method, unless the Product or system is:
- (a) provided by Contractor or Contractor’s subsidiaries or affiliates;
 - (b) specified by the Contractor for work with the Product;
 - (c) reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

- (d) reasonably expected to be used in combination with such other product, system or method.
- 21.2 The State shall notify Contractor within a reasonable time after receiving notice of a claim of infringement and Contractor shall have the sole authority to defend or settle such claim; provided that any settlement be for money damages only. The State shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for the defense of such claim. Contractor, at its sole expense, shall:
- (a) obtain the right for the State to continue using the Product,
 - (b) replace the Product with a non-infringing Product with equivalent functionality,
 - (c) modify the product so that it retains equivalent functionality, but is non-infringing, or
 - (d) reimburse the State for the removal and replacement of the Product.
- 21.3 Contractor shall consult the State regarding the defense of such claim and the State, at its discretion and expense, may participate in such defense. Should the State choose not to participate, Contractor shall keep the State advised of any settlement or defense. In the event Contractor shall fail to vigorously and timely pursue the defense or settlement of such claim, the State may assume such defense and settlement and Contractor shall be liable for all costs and expenses incurred by the State with respect thereto.

22. Remedies

- 22.1 In addition to any other remedies provided for in this contract, and without limiting the remedies otherwise available at law or in equity, the State may undertake the following remedial actions if Contractor substantially fails to satisfy or perform the duties and obligations in this contract. "Substantial failure" to satisfy duties and obligations shall be defined to mean material, insufficient, incorrect or improper performance, activities, or inaction by Contractor. These remedial actions are as follows:
- (a) Suspend Contractor's performance pending necessary corrective action as specified by the State, without Contractor's entitlement to adjustment in price/cost or schedule. Furthermore, at the State's option, a directive to suspend may include suspension of this entire contract or any particular part of this contract which the State determines in good faith would not be beneficial or in the State's best interests due to Contractor's substantial non-performance. Accordingly, the State shall not be liable to Contractor for costs incurred after the State has duly notified Contractor of the suspension of performance under this provision, and Contractor shall promptly cease performing and incurring costs in accordance with the State's directive;
 - (b) Withhold payment to Contractor until the necessary Services or Products or corrections in performance, development or manufacture are satisfactorily completed;
 - (c) Request the removal from work on this contract of employees or agents of Contractor identified by the State, in its reasonable judgment, as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on this contract the State deems to be contrary to the public interest or not in the best interests of the State;

- (d) Deny payment for those Services or obligations which have not been performed and/or Products which have not been provided and which, due to circumstances caused by Contractor, cannot be performed, or if performed would be of no value to the State. Denial of the amount of payment must be reasonably related to the value of work or performance lost to the State; and/or
- (e) Terminate this contract for default.

22.2 **Late Fees.** In the event the Contractor fails to timely achieve any of the key Milestones set forth in **Exhibit B** (Payment and Delivery Schedule), the State, in its sole discretion, may impose a daily late fee in an amount equal to one percent (1%) of the amount payable by the State upon acceptance of the Milestone, as outlined in **Exhibit B** (Payment and Delivery Schedule). The Contractor shall have five (5) business days to cure late achievement of a key Milestone before such fees are imposed. Daily late fees imposed pursuant to this Paragraph shall accrue from the date set for cure until Contractor delivers the full key Milestone. Such late fees shall not exceed the full aggregate Milestone payment. To the extent that the Contractor's delay or nonperformance is excused under the terms of this Contract, the State will not impose daily late fees. The Contractor may request in writing and the State, in its sole discretion, may waive any fees imposed pursuant to this provision.

22.3 **Liquidated Damages.** If Contractor is given notice of delay or nonperformance and fails to cure such non-performance or delay within the time specified, in addition to any other damages that are applicable hereunder or at law or in equity, Contractor, at the option of the State, shall be liable for liquidated damages in the amount of \$*****TBD***** per calendar day from date set for cure until either the State reasonably obtains similar products or services, if the Contractor is terminated for default, or until Contractor provides the Products or Services, if Contractor is not terminated for default. To the extent that Contractor's delay or nonperformance is excused, in writing, by the State under the terms of this contract or this contract is terminated by the State pursuant to **Section 24** (Termination for Default/Cause) of this contract, liquidated damages shall not be due to the State. The parties agree that the damages from breach of this contract are difficult to prove or estimate, and the amount of liquidated damages specified herein represents a reasonable estimation of damages that will be suffered by the State from late performance, including costs of additional inspection and oversight, and lost opportunity for additional efficiencies that would have attended on-time completion of performance. Assessment of liquidated damages shall not be exclusive or in any way limit remedies available to the State at law or equity for contractor breach.

The above remedies are cumulative and the State, in its sole discretion, may exercise any or all of them individually or simultaneously.

23. Termination for Public Interests

23.1 When the public interests of the State so require, the State may terminate this contract in whole or in part. The State shall give written notice of termination to Contractor specifying the termination of all or a portion of this contract and the effective date of such. Exercise by the State of this termination for public interests provision shall not be deemed a breach of contract by the State. Upon receipt of written notice, Contractor shall incur no further obligations in connection with the terminated work and, on the date set in the notice of termination, Contractor shall stop work to the extent specified. Contractor also shall terminate outstanding orders and subcontracts as they relate to the terminated

work. All finished or unfinished documents, data, studies, research, surveys, drawings, maps, models, photographs, and reports or other materials prepared by Contractor under this contract shall, at the option of the State, be delivered by Contractor to the State and shall become the State's property. The State may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor shall complete and deliver to the State the work not terminated by the notice of termination and may incur obligations as are necessary to do so within the contract terms.

- 23.2 If this contract is terminated by the State as provided herein, Contractor shall be paid an amount which bears the same ratio to the total compensation as the Services satisfactorily performed or the Products or deliverables satisfactorily delivered or installed bear to the total Services, Products or deliverables covered by this contract, less payments of compensation previously made. In addition, for contracts that are less than 60% completed, the State may reimburse the contractor for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this contract) incurred by Contractor during the contract period which are directly attributable to the uncompleted portion of Contractor's obligations covered by this contract. In no event shall reimbursement under this clause exceed the contract amount. If this contract is terminated for cause, or due to the fault of the Contractor, the Termination for Cause or Default provision shall apply.

24. Termination for Default/Cause

If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time and pursuant to the requirements and terms specified in this contract, the State may notify Contractor in writing of such non-performance. If Contractor fails to promptly correct such delay or non-performance within the time specified, the State, at its option, may terminate this entire contract or such part of this contract as to which there has been delay or a failure to properly perform. If terminated for cause, the State shall reimburse Contractor only for accepted work or deliverables received up to the date of termination and final payments may be withheld. In the event of termination, all finished or unfinished Work Product, documents, data, studies, research surveys, reports, other materials prepared by Contractor, or materials owned by the State in the possession of Contractor, at the option of the State, shall be returned immediately to the State or retained by the State as its property. At the State's option, Contractor shall continue performance of this contract to the extent not terminated, if any, and shall be liable for excess costs incurred by the State in procuring from third parties replacement services or substitute products as cover. Notwithstanding any remedial action by the State, Contractor also shall remain liable to the State for any damages sustained by the State by virtue of any breach by Contractor and the State may withhold any payment to Contractor for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Contractor is determined. Upon termination by the State, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest. Further, the State may withhold amounts due to Contractor as the State deems necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar products or services. Any action taken by the State hereunder or pursuant to **Section 21** shall not be cause for Contractor to terminate this Contract for default or material breach. If, after termination by the State, it is determined for any reason that Contractor was not in default or that Contractor's action/inaction was excusable, such termination shall be treated as a termination for public interests and the rights and obligations of the parties shall be the same as if this contract had been terminated for public interests, as described herein.

25. Cooperation and Transition of Service

25.1 In the event that the State has entered into or enters into agreements with other contractors or government institutions for additional work related to the Services provided hereunder, the Contractor agrees to cooperate fully with such other parties.

25.2 The Contractor shall provide to the State a Transition Plan within 60 days after final acceptance by the State of the Campaign Finance system. The Transition Plan will detail the services to be provided and responsibilities assigned for each party for the orderly transfer of operation of the Campaign Finance system to State staff or another contractor. This plan will be updated on an annual basis and/or prior to execution of the Plan. The execution of the Transition Plan is not covered under this fixed price contract.

At the expiration or termination of the scope of services, the Contractor will cooperate with the State to assist with the orderly transfer of the services, functions and operations provided by the Contractor under this contract to the State or to another services provider selected by the State. Prior to expiration or termination of the scope of services, the State may request the Contractor to perform and, if so requested, the Contractor shall perform (except in the event of a termination due to a failure by the State to pay any amounts due and payable under this contract when due) services in connection with migrating the work of the Contractor to the State or to another services provider selected by the State. Contractor shall provide transfer assistance services to the State, at the request of the State, for up to three (3) additional months after the effective date of expiration or termination.

If Contractor will be required to incur expenses in connection with the transfer assistance services, in addition to the expenses that the Contractor would otherwise incur in the performance of this contract then

- (a) Contractor shall notify the State of such additional expenses prior to performing such services
- (b) upon the State's authorization, Contractor shall perform the additional services and invoice the State for such services, and
- (c) the State shall pay Contractor for such additional expenses in accordance with Contract Exhibit B – Hourly Rates.

If prior to termination, the Contractor has prepaid charges for a license to use any licensed program, to the extent that the State has the benefit of such license and prepayment following termination, the State shall reimburse Contractor an appropriate pro-rata portion of the prepaid charges.

Contractor shall transfer or assign to the State or its designee, upon the State's request, on mutually acceptable terms and conditions, subject to the payment by the State of any transfer fee or charge imposed by the applicable contractors, any contracts applicable solely to services being provided to the State for maintenance, operations and other necessary third-party services (other than subcontractor services) then being used by the Contractor to perform the services.

25.3 Termination activity shall begin upon the Contractor's receipt of:

- (a) notice of the termination for convenience,
- (b) notice of the termination for default, or

- (c) notice of the State's intention not to renew this contract.

26. Insurance

26.1 The Contractor shall obtain, and maintain at all times during the term of this agreement, insurance in the following kinds and amounts:

- (a) Worker's Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of the contractor's employees acting within the course and scope of their employment.
- (b) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - i. \$1,000,000 each occurrence;
 - ii. \$1,000,000 general aggregate;
 - iii. \$1,000,000 products and completed operations aggregate; and
 - iv. \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.

- (c) Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.

26.2 The State of Colorado shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.

26.3 The Insurance shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the State by certified mail.

26.4 The contractor will require all insurance policies in any way related to the contract and secured and maintained by the contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.

26.5 All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.

26.6 The contractor shall provide certificates showing insurance coverage required by this contract to the State within seven (7) business days of the effective date of the contract, but in no event later than the commencement of the Services or delivery of the Products

under this contract. No later than fifteen (15) days prior to the expiration date of any such coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the State may request in writing, and Contractor shall thereupon, within ten (10) days, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

- 26.7 Notwithstanding subsection 26.1(a) of this Section, if Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, sections 24-10-101, *et seq.*, C.R.S., as amended (the "Act"), Contractor shall at all times during the term of this contract maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the State, Contractor shall show proof of such insurance satisfactory to the State.

27. Backup and Disaster Recovery

Contractor shall establish and maintain safeguards, including file backups stored off-site, against the theft, destruction, loss or alteration of the State's data which are no less rigorous than those maintained by the State. These safeguards shall be documented in the Security Plan and the Disaster Recovery Plan / Business Continuity Plan deliverables listed in **Exhibit A** (Statement of Work).

Contractor shall support the State's efforts at disaster preparedness, as set forth in a Disaster Recovery Plan / Business Continuity Plan to be submitted by Contractor per **Exhibit A** (Statement of Work) and **Exhibit B** (Payment and Delivery Schedule) of this contract and approved by the State. The Disaster Recovery Plan / Business Continuity Plan shall support a complete and efficient transition of Campaign Finance system operations from the host location to an alternative site designated by the State. In the event of a disaster, Contractor shall execute the Disaster Recovery Plan / Business Continuity Plan in a manner that facilitates the commencement of operations at the alternate site within the timeline set forth in the Plan or such other timeline as may be agreed to by the State. The Disaster Recovery Plan / Business Continuity Plan shall contain, and Contractor shall execute, elements that facilitate a complete and efficient transition of Campaign Finance system operations back to the original location at the conclusion of the disaster, or at the State's request.

28. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Governmental Immunity Act. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of sections 24-10-101, *et seq.*, C.R.S., as now or hereafter amended and the risk management statutes, sections 24-30-1501, *et seq.*, C.R.S., as now or hereafter amended.

29. Force Majeure

Neither Contractor nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure." As used in this contract "force majeure" means acts of God; acts of the public enemy; acts of terrorism; public health/safety emergency acts of the

State or any governmental entity in its sovereign capacity; fires; floods, epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.

30. Representatives

Each individual identified below is the principal representative of the designating party. All notices required to be given to a party pursuant to this contract shall be hand delivered, with receipt required, or sent by certified or registered mail to such party's principal representative at the address for such party set forth below. Either party may from time to time designate by written notice to the other party substitute addresses or persons to whom such notices shall be sent.

For the **State**:

Name:

Title:

Address:

Telephone: () _____ - _____

For **Contractor**:

Name:

Title:

Address:

Telephone: () _____ - _____

31. Assignment and Successors

Contractor's rights and obligations under this contract shall be deemed to be personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State, which shall not be unreasonably withheld. Any attempt at assignment, transfer or subcontracting without such consent shall be void, except that Contractor may assign the right to receive payments from the State pursuant to section 4-9-318, C.R.S. All subcontracts and subcontractors consented to by the State shall be made subject to the requirements, terms and conditions of this contract. Contractor alone shall be responsible for all subcontracting arrangements, directions and delivery of subcontracted Work Product or Products, and performance of any subcontracted Services. Contractor shall require and ensure that each subcontractor shall assent in writing to all the terms and conditions of this contract, including an obligation of the subcontractor to indemnify the State as is required under item number 2 of Contract **Section 41** (Special Provisions), incorporated as a part of this contract.

32. Third Party Beneficiaries

The enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement shall be strictly reserved to the State and Contractor. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any third person. It is the express intention of the State and Contractor that any such person or entity, other than the State or Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

33. Severability

To the extent this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable. Should any term or provision hereof be declared invalid or become inoperative for any reason, such

invalidity or failure shall not affect the validity of any other term or provision hereof.

34. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

35. Entire Understanding

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the Colorado State Fiscal Rules.

36. Survival of Certain Contract Terms

Notwithstanding anything contained herein to the contrary, all terms and conditions of this contract, including but not limited to its exhibits and attachments, which may require continued performance, compliance, or effect beyond the termination date of this contract, shall survive such termination date and shall be enforceable by the State in the event of Contractor's failure to perform or comply as required.

37. Modification and Amendment

- 37.1 This contract is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this contract on the effective date of such change, as if fully set forth herein.
- 37.2 Except as specifically provided in this contract, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract, properly executed and approved in accordance with Colorado State law and State Fiscal Rules.

38. Venue

Venue for any action related to performance of this contract shall be in the City and County of Denver, Colorado.

39. Exhibits

The following Exhibits are included as part of this Contract:

- 39.1 **Exhibit A** (Statement of Work)
- 39.2 **Exhibit B** (Payment and Delivery Schedule)
- 39.3 **Exhibit C** (Option Letter Template)
- 39.4 **Exhibit D** (Bilateral Change Order Letter Template)
- 39.5 **Exhibit E** (Project Key Personnel)

39.6 **Exhibit F** (System Requirements Table)

40. Order of Precedence

The provisions of this contract shall govern the relationship of the State and Contractor. In the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

40.1 The Colorado Special Provisions in Section 41 (Special Provisions)

40.2 The remaining parts and Sections of the Contract

40.3 **Exhibit A** (Statement of Work)

40.4 **Exhibit B** (Payment and Delivery Schedule)

40.5 **Exhibit F** (System Requirements Table)

40.6 **Exhibit E** (Project Key Personnel)

40.7 **Exhibit D** (Bilateral Change Order Letter Template)

40.8 **Exhibit C** (Option Letter Template)

41. Special Provisions

These Special Provisions apply to all contracts except where noted in *italics*.

1. **CONTROLLER'S APPROVAL. CRS 24-30-202 (1).** This contract shall not be deemed valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY. CRS 24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **INDEMNIFICATION.** Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

[Applicable Only to Intergovernmental Contracts] No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

4. **INDEPENDENT CONTRACTOR. 4 CCR 801-2.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither contractor nor any agent or employee of contractor shall be or shall be deemed to be an agent or employee of the state. Contractor shall pay when due all required employment taxes and income taxes and local head taxes on any monies paid by the state pursuant to this contract. Contractor acknowledges that contractor and its employees are not entitled to unemployment insurance benefits unless contractor or a third party provides such coverage and that the state does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the state to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the state) and unemployment compensation insurance in the amounts required by law and shall be solely responsible for its acts and those of its employees and agents.

5. **NON-DISCRIMINATION.** Contractor agrees to comply with the letter and the spirit of all applicable State and federal laws respecting discrimination and unfair employment practices.

6. **CHOICE OF LAW.** The laws of the State of Colorado, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract, to the extent that this contract is capable of execution. At all times during the performance of this contract, Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

7. *[Not Applicable to Intergovernmental Contracts]* **VENDOR OFFSET. CRS 24-30-202 (1) and 24-30-202.4.** The State Controller may withhold payment of certain debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or its agencies, as a result of final agency determination or reduced to judgment, as certified by the State Controller.

8. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** No State or other public funds payable under this contract shall be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies that, for the term of this contract and any extensions, Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

9. **EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract.

10. *[Not Applicable to Intergovernmental Contracts].* **ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES AND RESTRICTIONS ON PUBLIC BENEFITS. CRS 8-17.5-101 and 24-76.5-101.** Contractor certifies that it shall comply with the provisions of CRS 8-17.5-101 et seq. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b). Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. Failure to comply with any requirement of this provision or CRS 8-17.5-101 et seq., shall be cause for termination for breach and Contractor shall be liable for actual and consequential damages.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq., and (iii) shall produce one form of identification required by CRS 24-76.5-103 prior to the effective date of this contract.

Revised October 25, 2006

Effective Date of Special Provisions: August 7, 2006

42. Signature Page

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect and accept personal responsibility for any and all damages the State may incur for any errors in such representation. *

<p>CONTRACTOR Legal Name of Contractor</p> <p>By: Name of Authorized Individual Title: Official Title of Authorized Individual</p> <hr/> <p>*Signature</p> <p>Date: _____</p> <p>2nd Contractor Signature if Needed</p> <p>By: Name of Authorized Individual Title: Official Title of Authorized Individual</p> <hr/> <p>*Signature</p> <p>Date: _____</p>	<p>STATE OF COLORADO Bill Ritter, Jr. GOVERNOR</p> <p>Department of State Mike Coffman, Secretary of State</p> <hr/> <p>By: Name & Title of Person Signing for Agency</p> <p>Date: _____</p> <p>LEGAL REVIEW John W. Suthers, Attorney General</p> <p>By: _____ Signature - Assistant Attorney General</p> <p>Date: _____</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

ALL CONTRACTS REQUIRE APPROVAL by the STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

<p>STATE CONTROLLER David J. McDermott, CPA</p> <p>By: _____</p> <p>Date: _____</p>

State of Colorado

Department of State



Campaign Finance Contract # ***TBD***
Exhibit A
Statement of Work

Colorado Campaign Finance System

CDOS Campaign Finance Contract
Exhibit A
Statement of Work

TEMPORARY CONTRACT PLACEHOLDER

This section of the boilerplate Information Technology Services Contract is where the Statement of Work document will be included, which will be finalized during Vendor and State contract negotiations.

An RFP version of the contract Statement of Work is contained in Appendix D of the Campaign Finance RFP. That version of the Statement of Work may have modifications made during contract negotiations prior to becoming Exhibit A of the finalized contract between the Campaign Finance Vendor and the State.

During the RFP process, any references to the Campaign Finance Statement of Work, including references to this Contract Exhibit A, should be redirected to the SOW version found in Appendix D of RFP CDOS-CF-08-01.

State of Colorado

Department of State

Campaign Finance Contract # *TBD*****

Exhibit B

Payment and Delivery Schedule

Exhibit B
Payment and Delivery Schedule
Total Cost Table

Total Cost Table	
Item	Original Cost
Hardware Cost Total	\$ -
Software Cost Total	\$ -
Project Labor Cost Total	\$ -
Post-Implementation Support Cost Total	\$ -
Miscellaneous Cost Total	\$ -
Total	\$ -

Exhibit B
Payment and Delivery Schedule
Payment Schedule by Date

Deliverable (Service or Product)	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09
Deliverable: Project Plan									
Deliverable: Status Reports									
Deliverable: Project Website									
Deliverable: Test Strategy Plan									
Deliverable: System Test Plan									
Deliverable: User Acceptance Test Plan									
Deliverable: Organizational Change Management Plan									
Deliverable: Training Plan									
Deliverable: System Acceptance Criteria									
Deliverable: Security Plan									
Deliverable: COTS Campaign Finance Application Software									
Deliverable: Updated System Requirements Table									
Deliverable: Detail Design for Colorado Customization									
Deliverable: Configured Software									
Deliverable: System Test Results									
Deliverable: Training Materials									
Deliverable: Regression and System Test / Production Build									
Deliverable: Documentation									
Deliverable: Data Migration Plan									
Deliverable: Data Migration Detail Design									
Deliverable: Data Migration System Test Results									
Deliverable: Data Migration User Acceptance Test Results									
Deliverable: Data Migration to Production Environment									
Deliverable: Data Center GAP Analysis									
Deliverable: Technical Architecture Design									
Deliverable: Hardware Procurement Plan and Inventory									
Deliverable: Software Inventory									
Deliverable: Hardware Installation									
Deliverable: Performance & Security Test									
Deliverable: Disaster Recovery / Business Continuity Plan									
Deliverable: Disaster Recovery / Business Continuity Test Results									
Deliverable: Installation and Configuration Guide									
Deliverable: Implementation Plan									
Deliverable: Train User Acceptance Test Participants									
Deliverable: User Acceptance Test Readiness Report									
Deliverable: User Acceptance Test									
Deliverable: Help Desk Plan									
Deliverable: Train Users									
Deliverable: System Implementation Rollout Readiness Report									
Deliverable: Implementation Rollout									
Deliverable: Support Plan and Service Level Agreements									
Deliverable: Transition Plan									
Deliverable: Warranty Period Support Agreement									
Deliverable: Operations Support Agreement									
Deliverable: Maintenance Support Agreement									
Deliverable: Application Support Agreement									
Deliverable: Application Development Support Agreement									
Monthly Total									
Running Total									
Retention Payout									
Milestone: Detail Design for Colorado Customizations Signoff		NOTE: Hardware, Software, Training, Support and other miscellaneous items will be added to this sheet during contract negotiations.							
Milestone: Data Migration UAT Signoff									
Milestone: Data Center Installation Signoff									
Milestone: Implementation Rollout Signoff									
Milestone: 90-Day Warranty Expiration Signoff									
Retention Payout Monthly Total									
Retention Payout Running Total									
1% Daily Penalty, following 5 day cure period									
Monthly Grand Total									
Monthly Running Grand Total									

Exhibit B

Payment Schedule by Milestone Table										
Deliverable	Due Date	BAFO Cost	Grading %	Track Budget	Payment	Payment Less 20%	Hold Back Amount (20%)	Cummulative Holdback Amt	Daily Penalty 1%	Retention Payment 50%
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Milestone # 1 Detail Design for Colorado Customizations Signoff		\$ -			\$ -	\$ -	\$ -		\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Milestone # 2 Data Migration UAT Signoff		\$ -			\$ -	\$ -	\$ -		\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Milestone # 3 Data Center Installation Signoff		\$ -			\$ -	\$ -	\$ -		\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Milestone # 4 Implementation Rollout Signoff		\$ -			\$ -	\$ -	\$ -		\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deliverable:		\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Milestone # 5 90 Day Warranty Expiration Signoff		\$ -			\$ -	\$ -	\$ -		\$ -	\$ -
TOTALS		\$ -			\$ -	\$ -	\$ -			\$ -

Exhibit B
Payment and Delivery Schedule
Hardware Cost Table

Hardware Cost Table						
Description	Make	Model	# of Units	Cost / Unit	Total Cost	Annual Maintenance Fee
<u>Servers</u>						
			0	\$ -	\$ -	\$ -
			0	\$ -	\$ -	\$ -
			0	\$ -	\$ -	\$ -
			0	\$ -	\$ -	\$ -
			0	\$ -	\$ -	\$ -
			0	\$ -	\$ -	\$ -
			0	\$ -	\$ -	\$ -
			0	\$ -	\$ -	\$ -
			0	\$ -	\$ -	\$ -
<u>Networking & Security Devices</u>						
			0	\$ -	\$ -	\$ -
			0	\$ -	\$ -	\$ -
			0	\$ -	\$ -	\$ -
			0	\$ -	\$ -	\$ -
			0	\$ -	\$ -	\$ -
			0	\$ -	\$ -	\$ -
			0	\$ -	\$ -	\$ -
<u>Racks & Accessories</u>						
			0	\$ -	\$ -	\$ -
			0	\$ -	\$ -	\$ -
			0	\$ -	\$ -	\$ -
TOTAL HARDWARE					\$ -	\$ -

Exhibit B
Payment and Delivery Schedule
Software Cost Table

Software Cost Table					
Description	Make	Product / Version	# of Units	Cost / Unit	Total Cost
Application Software			0	\$ -	\$ -
			0	\$ -	\$ -
Operating System			0	\$ -	\$ -
			0	\$ -	\$ -
Database			0	\$ -	\$ -
			0	\$ -	\$ -
Security			0	\$ -	\$ -
			0	\$ -	\$ -
Utilities			0	\$ -	\$ -
			0	\$ -	\$ -
Miscellaneous			0	\$ -	\$ -
			0	\$ -	\$ -
			0	\$ -	\$ -
TOTAL SOFTWARE					\$ -

Exhibit B
Payment and Delivery Schedule
Project Labor Cost Table

Project Labor Cost Table	
Description	Total Cost
<i>Project Management</i>	
	\$ -
	\$ -
	\$ -
	\$ -
<i>Project Management Total</i>	\$ -
<i>Customization (Show Requirement ID and short description)</i>	
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
<i>Customization Total</i>	\$ -

Exhibit B
Payment and Delivery Schedule
Project Labor Cost Table

Project Labor Cost Table	
Description	Total Cost
Conversion	
	\$ -
	\$ -
	\$ -
	\$ -
Conversion Total	\$ -
Training	
	\$ -
	\$ -
	\$ -
	\$ -
Training Total	\$ -
Testing	
	\$ -
	\$ -
	\$ -
	\$ -
Testing Total	\$ -

Exhibit B
Payment and Delivery Schedule
Project Labor Cost Table

Project Labor Cost Table	
Description	Total Cost
<i>Implementation / Installation / Configuration</i>	
	\$ -
	\$ -
	\$ -
	\$ -
<i>Implementation / Installation / Configuration Total</i>	\$ -
<i>Other</i>	
	\$ -
	\$ -
	\$ -
	\$ -
<i>Other Total</i>	\$ -
TOTAL PROJECT LABOR	\$ -

Exhibit B
Payment and Delivery Schedule
Post-Implementation Support Cost Table

Post-Implementation Support Cost Table					
Support Category	Warranty Period	Post-Warranty Years 1 & 2	Post-Warranty Year 3	Post-Warranty Year 4	Total
Warranty	\$ -				\$ -
Operations Support		\$ -	\$ -	\$ -	\$ -
Maintenance Support		\$ -	\$ -	\$ -	\$ -
Application Support		\$ -	\$ -	\$ -	\$ -
SUPPORT SUB-TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -

Exhibit B
Payment and Delivery Schedule
Miscellaneous Cost Table

5.0 Miscellaneous Cost Table		
Item	Description	Total Cost
Documentation		\$ -
Non-Training Travel		\$ -
Training Travel		\$ -
Escrow Agent		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
TOTAL MISCELLANEOUS		\$ -

Exhibit B
Payment and Delivery Schedule
Hourly Rate Table

[illegible]

State of Colorado

Department of State



Campaign Finance Contract # ***TBD***
Exhibit C
Option Letter Template

Colorado Campaign Finance System

EXHIBIT C
OPTION LETTER TEMPLATE

Date: _____ State Fiscal Year: _____ Option Letter No.: _____

SUBJECT: *(Please indicate purpose by choosing one of the following)*

- 1 – Option to renew only *(for an additional term)*
- 2 – Change in the amount of goods within current term
- 3 – Change in amount of goods in conjunction with renewal for additional term
- 4 – Level of service change within current term
- 5 – Level of service change in conjunction with renewal for additional term

In accordance with Paragraph(s) _____ of contract routing number (FY) (Agency) (Routing #), between the State of Colorado, Department of State, and (Contractor's Name) the state hereby exercises the option for an additional term of (include performance period here) at a cost/price specified in Paragraph/Section/Provision _____, AND/OR Paragraph/Schedule/Exhibit.

The amount of the current Fiscal Year contract value is increased/decreased by (\$ amount of change) to a new contract value of (\$ _____) to satisfy services/goods ordered under the contract for the current fiscal year (indicate Fiscal Year). The first sentence in Paragraph/Section/Provision _____ is hereby modified accordingly.

The total contract value to include all previous amendments, option letter, etc. is (\$_____).

APPROVALS:

State of Colorado:

Bill Ritter, Governor

By: _____ Date: _____

Mike Coffman, Colorado Secretary of State
Colorado Department of State

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for goods and/or services provided.

STATE CONTROLLER:
David J. McDermott

By _____

Date _____

State of Colorado

Department of State



Campaign Finance Contract # ***TBD***
Exhibit D
Bilateral Change Order Template

Colorado Campaign Finance System

EXHIBIT D
BILATERAL CHANGE ORDER TEMPLATE

State of Colorado Fiscal Year ****-****

Bilateral Change Order Letter No.: _____

Date: _____, 20____

In accordance with Paragraph _____. of contract routing number _____, between the State of Colorado, Department of State and TBD covering the period of **[date]** through **[date]**, the undersigned agree that the supplies/services affected by this change letter are modified as follows:

Services/Supplies

Exhibit ____, is amended by [adding/deleting] _____, serial numbers _____ and _____.

Price/Cost

The maximum amount payable by the State for [service/supply] in Paragraph [number] is [increased/decreased] by (\$ amount of change) to a new not to exceed total of (\$ _____) based on the unit pricing schedule at Attachment _____. The first sentence in Paragraph _____ is hereby modified accordingly;

or

The parties agree that the changes made herein are "no cost" changes and shall not be the basis for claims for adjustment to [price][cost ceiling], delivery schedule, or other terms or conditions of the contract. The parties waive and release each other from any claims or demands for adjustment to the contract, including but not limited to price, cost, and schedule, whether based on costs of changed work or direct or indirect impacts on unchanged work. Controller approval of this "no cost" change is not required. _____ Contractor initials. _____ Agency initials.

This change to the contract is intended to be effective as of _____, **but, except with respect to "no cost" changes identified above, in no event shall it be deemed valid until it shall have been approved by the State Controller or such assistant as he may designate.**

Please sign, date, and return all copies of this letter on or before _____, 20____.

CONTRACTOR:
TBD

STATE:
COLORADO DEPARTMENT OF STATE

By: _____
(Name of Person signing)
Title: _____
Date: _____
FEIN: **-*****

By: _____
Mike Coffman
Secretary of State, or designee

APPROVALS:

DEPARTMENT OF PERSONNEL
DIVISION OF FINANCE AND PROCUREMENT
David J. McDermott, State Controller

By: _____
Pre-approved Campaign Finance
Steering Committee

By: _____
State Controller or Designee
Date: _____

State of Colorado

Department of State



Campaign Finance Contract # ***TBD***
Exhibit E
Project Key Personnel

Colorado Campaign Finance System

CDOS Campaign Finance Contract
Exhibit E
Project Key Personnel

TEMPORARY CONTRACT PLACEHOLDER

This section of the boilerplate Information Technology Services Contract will contain the Project Key Personnel document, which will be finalized during Vendor and State contract negotiations. This exhibit will contain a list of key personnel the Vendor has committed to the Colorado Campaign Finance project.

The basis for the completion of this Exhibit E to the contract will be the vendor response to the question asked in the RFP Section 5 – Vendor Response Format (Proposed Staffing) as to who the key personnel are that will be assigned to the Campaign Finance project.

The information on Project Key Personnel will be contained in a table similar to the following example. The example is not meant to imply that the State expects or requires team members to fill all of the roles shown in this example table.

Team Member	Role	Involvement
Project Leadership & Management		
Name 1	Executive Oversight [Involved in ???]	??%
Name 2	Chief Projects Officer and Technical Advisor [Involved in ???]	??%
Name 3	Senior Director, overall project success responsibility, escalation and issue resolution [Involved in ???]	??%
Name 4	Senior Project Manager [Involved in ???]	??%
Name 5	Deputy Project Manager [Involved in ???]	??%
Name 6	Technical Project Manager [Involved in ???]	??%
Name 7	Functional Manager [Involved in ???]	??%
Name 8	Campaign Finance Subject Matter Expert [Involved in ???]	??%
Name 9	Quality Control Manager [Involved in ???]	??%
Data Migration		
Name 10	Data Migration Manager [Involved in ???]	??%

CDOS Campaign Finance Contract
Exhibit E
Project Key Personnel

Team Member	Role	Involvement
Name 11	Data Migration Programmer [Involved in ???]	??%
Architecture & Security		
Name 12	Lead Architect [Involved in ???]	??%
Name 13	Database Administrator [Involved in ???]	??%
Software Customization and Testing		
Name 14	Software Development Manager [Involved in ???]	??%
Name 15	SDM and Senior Systems Analyst [Involved in ???]	??%
Name 16	Functional Analyst [Involved in ???]	??%
Name 17	Lead Campaign Finance Developer [Involved in ???]	??%
Name 18	Campaign Finance Developer [Involved in ???]	??%
Name 19	Campaign Finance Developer [Involved in ???]	??%
Name 20	Lead Tester [Involved in ???]	??%
Name 21	Functional Tester [Involved in ???]	??%
Name 22	Training Lead [Involved in ???]	??%
Name 23	Technical Writer [Involved in ???]	??%

State of Colorado

Department of State



Campaign Finance Contract # ***TBD***
Exhibit F
System Requirements Table

Colorado Campaign Finance System

CDOS Campaign Finance Contract
Exhibit F
System Requirements Table

TEMPORARY CONTRACT PLACEHOLDER

This section of the boilerplate Information Technology Services Contract is where the System Requirements Table document will be included, which will be finalized during Vendor and State contract negotiations. This exhibit will contain the requirements of the Campaign Finance system that the Vendor and State agree need to be accomplished.

The basis for the completion of this Exhibit F to the contract will be the system requirements listed in Appendix B – System Requirements Table of the Campaign Finance RFP, vendor responses to those requirements, and final contract negotiations related to the business requirements.

During the RFP process, any references to the Campaign Finance system requirements, including references to this Exhibit F, should be directed to the initial version of requirements located in Appendix B – System Requirements Table of RFP CDOS-CF-08-01.